31.

SUPREME COURT OF THE UNITED STATES.

No. 167.

PIERRE BARRIBEAU AND EUPHRASIE T. PERRY, APPELLANTS,

vs.

JOSHUA B. BRANT.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES, FOR THE DISTRICT OF MISSOURI.

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DISTRICT OF MISSOURI, *sct:*

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT.

Pleas before the honorable Robert W. Wells, district judge of the United States, for the district of Missouri, presiding at a term of the circuit court of the United States, for the district aforesaid, held at the city of St. Louis, within and for said district, in the month of April, in the year eighteen hundred and fifty.

Be it remembered, that heretofore, to wit, on the tenth day of March, in the year eighteen hundred and forty-nine, came Pierre Barribeau and Euphrasie Therese Perry, citizens of the State of Tennessee, by Mr. Garland, their solicitor, and filed in the office of the clerk of the circuit court of the United States, for the district of Missouri, their bill of complaint, against Joshua B. Brant, a citizen of the State of Missouri, in the words and figures following, to wit:

Bill of complaint.

PIERRE BARRIBEAU and Euphrasie Therese Perry
vs.
JOSHUA B. BRANT.

In the circuit court of the United States, for the district of Missouri, April term, 1849, humbly complaining, show unto your honors, your orator and oratrix, Pierre Barribeau and Euphrasie Therese Perry, both now citizens of the State of Tennessee, that your orator, Pierre, is the sole surviving heir of the late Pierre Barribeau, sen'r, of St. Louis, Missouri, at the time of whose death another son, named Adrian, elder brother of your orator, Pierre, survived, but who died in the year 1839, without issue and intestate. Your oratrix, Euphrasie, was no relation of the family, but was adopted as a daughter and raised by said Pierre Barribeau, sen'r. Some time before his death, to wit, on the 8th day of May, 1829, Pierre Barribeau, sen'r, made a deed of conveyance of the lot on which he resided, (situated at the corner of Second street and Washington avenue, in the city of St. Louis, fronting one hundred and twelve feet on said Second street, and one hundred and twenty-four feet on said Washington avenue,) in trust to Joseph White, of said city for certain purposes therein specified; all which will more fully appear by reference to said deed, (a copy of which, the original not being in the possession nor under the control of your orators, is herewith filed, marked exhibit "A," and is prayed may be taken as part hereof.) By this deed the lot in question was conveyed in trust to the said Joseph White, for the sole use of the grantor, during his natural life, and after

his death in trust for the sole use and behoof of his children, Adrian, Pierre, and your oratrix, Euphrasie, until the youngest, your orator, Pierre, not then fourteen years old, should attain the age of twenty-one years; when by the terms of said deed the property was to vest in fee in Adrian, Pierre, and Euphrasie, in three equal undivided parts, to hold as tenants in common, but with the express limitation and restriction, that if either of them died without lawful issue and intestate, his or her portion was to vest in the survivors or survivor. Said Pierre Barribeau, senior, died some time in the year 1830; at which time Adrian was an apprentice in the hat making business in St. Louis; Euphrasie lived there also, but in a short time afterwards removed to Memphis, Tennessee, where she has lived ever since. Your orator, Pierre, was then a lad about fourteen years old, who had left his farther's house some three years before, and gone off to the Indian country, beyond the limits of the United States, where he became employed, from time to time, in the service of the American Fur Company. His chief residence ever since, until now, has been among the Kansas Indians, with whom he has grown up, and with whose manners, habits, and views his own have become, to a great extent, identified.

Your orator and oratrix well hoped that the trusts of the deed aforesaid would have been carefully preserved and their rights carefully protected against the frauds of designing, shrewd, and artful men, against whose schemes the ignorance of complainants could interpose no shield. Your orator and oratrix were and still are without education, being wholly unlettered. So also was Adrian, who, moreover, was unfortunately given to habits of excessive intemperance and dissipation; neither of them owned any property or possessed any means other than the estate of said Pierre Barribeau, sen'r; of all which facts, and of the nature and value of the said Barribeau estate, Joshua B. Brant, hereinafter named, had full knowledge, having his residence in the immediate vicinity of, and a thorough acquaintance with, said Pierre Barribeau, sen'r. But now, so it is, that the said White, contrary to the express trust and confidence reposed him, did undertake to sell and convey the lot aforesaid to said Joshua B. Brant, then and now of the city of St. Louis, Missouri, who complainants pray may be made defendant hereto. This deed bears date September 3d, 1833, a copy of which (the original not being in possession or under control of complainants,) is herewith filed, marked "exhibit B," and is prayed may be taken as part hereof. By this deed Adrian and your orator are made to convey their undivided two-thirds of the aforesaid lot, the trustee, White, joining in the deed. But the rights of your oratrix, Euphrasie, are distinctly recognised and reserved. Your orator avers and charges that this deed, in all its parts, is utterly fraudulent and void, and that it is the result of a combination on the part of White, the trustee, and the grantee in said deed, to defraud and deprive ignorant persons of their property, without consideration. Adrian and your orator, (in a manner to be explained presently,) were hereby made to exchange two-thirds of a lot fronting 112 feet on Second street and 124

feet on Washington avenue, two of the most business and central streets in the city of St. Louis, for a trifling lot, 22 feet front by 130 feet deep, beyond the limits of the city, and comparatively of no value. Your orator avers and charges, that the money consideration expressed in the deed was never paid. As part and parcel of the same fraudulent contrivance, Adrian, a short time previously, had been sent up to the Indian country, where your orator was then living, with a power of attorney already prepared to be executed by your orator, then an infant about 16 or 17 years of age. Joseph White was the constituted attorney, with authority, by said power, to sell the property of your orator, as appears from a copy thereof, which is herewith filed, marked "exhibit C," and is prayed may be taken as part hereof, (the original not being in the possession or control of complainants.) Your orator avers and charges, that he never executed any power of attorney to Stephen Foreman, as is recited in said exhibit "C," nor in any manner gave him any authority to dispose of your orator's property; nor did he execute any such power of attorney as the before mentioned, nor in any manner give any authority to said White, to dispose of your orator's interest in said lot. Your orator cannot read or write, understands the English language very imperfectly, and knows nothing about the meaning or purport of deeds, unless they are carefully read and explained to him. He avers that he was informed by Adrian, on the occasion referred to, that said Foreman was improperly endeavoring to sell your orator's property, and that he would be deprived of all he owned unless he signed his mark to a paper then presented, which he was told was the only way "to put a stop on Foreman selling the same." Your orator, Pierre, applied to Mr. Robidoux, in whose employ he then was, for permission to go to St. Louis, but he was refused, and in consequence he put his mark to a paper, which, as then read to him, was simply to prohibit Foreman from interfering with said property. He was assured it was for no other purpose, and contained no other provision; and being an ignorant boy and unsuspecting, was induced to believe the whole story about Foreman and the necessity of his signing such a paper; whereas it was a sheer fabrication, invented to deceive your orator, but in which deception he believes that Adrian was made an unconscious instrument, he himself knowing nothing of the contents of said paper save what he had been told, not being able to read or write. The paper and the statement aforesaid to accompany it, your orator believes and charges, was concocted in St. Louis, either by said Brant himself or at his instance and for his benefit, and furnished to Adrian, who was thus started upon said mission ignorant of the true contents of the paper he was bearing.

Your orator now finds that said paper, instead of being intended for the object aforesaid, to wit, to arrest Foreman in his designs, was drafted for the purpose of defrauding your orator of his property, the said exhibit C being a copy thereof, as your orator is informed. Your orator has received none of the money consideration in the said deed to Brant recited to have been paid, nor was the same in fact ever paid.

He was then in the Indian country, and remained there for several years after without visiting St. Louis, nor has he ever seen or known or received the lot of 22 feet by 130 feet, out of the limits of the city, pretended to have been given in exchange for the valuable lot in the heart of the city. Your orator is informed and believes that even that lot also is still in possession of said Brant, who yet denies what (if any) profit may arise therefrom. Your orator further charges, that in August, A. D. 1836, having then for the first time returned to St. Louis, he was induced to believe, by statements made him by Brant, that to enable Adrian to sell his share of said lot to him, Brant, it was necessary for your orator to give his consent thereto by putting his mark on a paper then shown to him; that without this Adrian could not dispose of his interest. And your orator being assured it was simply a conveyance of Adrian's part, and that your orator thereby would not convey his interest in said lot, was persuaded to affix his mark to a paper, the purport or true intent of which he did not know, and if it was read to him he has no recollection of it. Your orator supposes that the instrument he was made to sign is the one recorded about that time, a copy of which is herewith filed, marked "exhibit D," and is prayed may be taken as part hereof, (the original not being in the possession or control of complainants.) By that deed your orator is made to convey two-thirds of the lot in question, when in truth he was entitled to one-third only as tenant in common with Adrian and Euphrasie, both then living and possessed of their respective one-third each. Your orator solemnly avers his utter ignorance of this fact, and that it was fraudulently concealed from him that he might be made ignorantly to convey the contingent interest he had in Adrian's share, provided he survived Adrian, an event then anticipated by Brant, as Adrian was extremely dissipated and in bad health. Your orator further charges, that the consideration expressed in said deed is an utter nullity. This last deed professes to be a confirmation of that of 1833 aforesaid, "exhibit B," for the same considerations therein expressed, and the further sum of five dollars, which your orator here charges to have been nominal, and not a cent of which was ever paid. Now your orator charges, that this latter deed is utterly fraudulent and void; that he never received any consideration under it, and that the same is only part of the original transaction, and the consummation of the fraud by which the said Brant has obtained your orator's property without paying a farthing for it. And he further charges, that the said deed of 1836, if your orator was then of age, (which he does not believe) even if otherwise valid as a confirmation of that of 1833 aforesaid, (which he denies,) can only be so as to the one-third interest pretended to have been acquired under the latter, that of 1833, and cannot be made to apply to any other part, for which no consideration was expressed in the deed, and which was utterly without your orator's knowledge. And here again your orator solelmnly avers, that for all these pretended conveyances set up against him he has never received one cent. He has lived in *in* hardship and poverty, hoping his father's patrimony would smooth the progress of

increasing age. At the close of the year 1848 he for the second time returned from his distant home to St. Louis, his first visit in 1836 having been transient and confined to a few days; but your orator now designs to remain in the United States and enjoy his property. And then for the first time he discovered the monstrous frauds practised upon him, his property in the hands of a keen shrewed speculator, who possessed himself thereof by the means herein before set forth, without his paying to your orator any thing whatever therefor. Your orator would perhaps have been ignorant even now of these frauds, had not the said Brant very recently attempted to obtain your oratrix's part in a manner to be presently related.

The rights of your oratrix Euphrasie are similarly situated; though she has never knowingly disposed of her interest in the lot aforesaid, there appears of record a deed dated September 26, 1831, purporting to have been executed by her, a copy whereof (as she does not possess or control the original) is herewith filed, marked "exhibit E," and is prayed may be taken as part hereof. By this instrument it seems that your oratrix conveyed, by metes and bounds, a portion of the said lot, then held by Joseph White in trust for Adrian, Pierre, and your oratrix, to Amaranth Loisell, who lived in Memphis, Tennessee, at that time, but who has since deceased intestate, and without ever having married. The latter was a half sister of your orator, Pierre, who is her sole surviving heir and representative. The lot aforesaid never was divided; they always held in common whatever right they possessed, and she avers she never had a right to any specific portion of said lot, never had a right to sell by metes and bounds, and never did sell any part of said lot, or any interest therein, to her knowledge. She is entirely ignorant of letters, can neither read nor write, and knows nothing of the nature of deeds and conveyances. The deed above referred to was never read or explained to her; she did not know its contents, nor has she ever received for it the consideration of one dollar; on the contrary, for more than eighteen years past she has continued to live in Memphis, in poverty and destitution, seeking a livelihood by menial employments. She has often desired to reach St. Louis to see to her interests there, but her extreme poverty has always prevented it; and until within a very recent period she has known nothing of the frauds of which she now complains. Before she left St. Louis she had agreed to buy of Amaranth Loiselle a parcel of ground south of the lot in question, and afterwards finding herself unable to pay for it, reconveyed it to her, for the consideration of three hundred and fifty dollars, the original purchase money agreed on. This was the only transaction relating to buying or selling any interest in lands that ever took place between the said Amaranth and your oratrix. She recollects making her mark to one deed which she avers was read to her as being reconveyance aforesaid; she never made any other deed to Amaranth Loiselle. In February, 1836, the latter, by an instrument of writing, not under seal, agreed to sell to Samuel Merry whatever interest she had under the pretended deed of September 26, 1831, which your oratrix charges was

none at all. In 1842 Samuel Merry conveyed to said Brant the undivided one-third part of the lot in question. Complainants aver and charge, that at the time Brant received the deed aforesaid he knew that Merry had no right nor title to said property, that Amaranth Loiselle had none, and that your oratrix had never sold her interest in the lot aforesaid. And they further charge, that with a knowledge of all these facts the said Brant, by a paper which he caused to be prepared on your orator, Pierre's, return to St. Louis from the Indian country towards the close of last year, and which was handed to your orator, (the latter not knowing its real contents,) to be by him taken to Memphis to receive the signature of your oratrix, attempted to get from your oratrix a conveyance disposing of all her interest in the lot aforesaid, a circumstance which has led to the development of the frauds hereinbefore stated. Now, complainants well hoped that said Brant (well knowing the aforesaid frauds he has practised towards them) would not persist in a course so unconscionable, unjust, and corrupt, but on a fair statement of the case would have reconveyed to them the land which he has thus obtained from them without their having received any consideration for the same.

But, so it is, that said Brant, confederating with divers persons at present unknown to complainants, but who, when discovered, it is prayed may be made parties defendant hereto, refuses so to do; sometimes pretending that he has acquired a complete title to the whole of said lot legally and without any kind of fraud; and, at other times, that, if it were otherwise, the statute of limitations has vested in him a perfect title to said lot, and that he has erected thereon very valuable improvements, of which it would be unjust to deprive him; all which doings, pretences, and refusals are contrary to equity and good conscience, and tend to the manifest wrong and injury of these complainants in the premises; and complainants charge that all the allegations of fraud, herein before set forth, are strictly true; that any conveyances made by your orator, as aforesaid, are fraudulent, and that no title passed to said Brant by virtue thereof. They charge also that, were there no fraud, the aforesaid power of attorney, of August, 1833, and the deed of September, of same year, are void, as being in contravention of the limits declared in said first deed hereinbefore referred to as exhibit A, with the terms of which said Brant stands affected. They further charge, that said power of attorney and said deed of September of 1833, are also voidable on the ground of the then infancy of your orator, and which he here thus openly, at the earliest period after his return from the Indian country and his discovery of said deed, repudiates and disavows. They further charge, that the pretended confirmation of said power and deed, by that of 1836, (exhibit D,) if not voidable by reason of infancy, which your orator charges to be the case, and here disavows the same, is utterly void for fraud, bearing its condemnation on its face in its conveyance of a double interest. And they charge, that your orator has never received any consideration whatever for any part of the said lot. They further charge, that any conveyance purporting, on your oratrix's

part, to convey her interest in said lot, to be either a forgery or to be fraudulent and void, and obtained without any consideration paid therefor, and under gross misrepresentation. They charge that, in any event, under any circumstances, said deed was, and is, wholly void; for they respectfully submit that a tenant in common cannot convey by metes and bounds, and any such conveyance must be void. They further charge, that said Brant and White knew the same to be void; for that, in their fraudulent deed, exhibit B, made two years afterwards, they expressly recognise the then existing third as being still owned and possessed by your oratrix. And they further charge the recognition by said Brant of your oratrix's lawful ownership of her third part of said lot, within a few months past, when he endeavored indirectly to obtain the same. They charge the whole transaction between Adrian and Brant to be void. They further charge that, by the terms of the original conveyance in trust, exhibit A, the share of Adrian, who died in the year 1839, intestate and without issue, accrued in equal proportions to the survivors, who are your orator and oratrix, who thereby become sole tenants in common of the whole of said lot; and that Adrian's interest in said lot having descended after his death to complainants, has never been by them conveyed to any person at any time, nor do they believe that even a pretended deed can be produced, under which to claim even a shadow of title as against complainants. They further charge, that, from the circumstances hereinbefore stated, the plea of the statute of limitations cannot avail defendant, Brant, towards retaining unjustly the property of your complainants; for they respectfully submit, that if a right be acquired by fraud, and the same be in any manner concealed from the complainants, in a court of chancery the statute will only commence to run from the time the fraud is discovered. They charge, that they have never been told, or informed, or told in any manner, that their interests in said lot were conveyed away, or that there was any claim adverse to their own to the property in question; and that it is but within a very recent period, and in a way they have herein before stated, that they have discovered the facts as they exist; and further, the infancy of your orator, Pierre, and the foreign domicil of both complainants, have formed disabilities which have prevented the statute of limitations from running. They further charge that, while the improvements on said lot have enhanced the value of the same, yet said Brant has been for a long time in receipt of large revenues annually therefrom, by which, as they are informed, the expense of said improvements has already been more than repaid; and, were it otherwise, it could be no reason for withholding from complainants property of which they have been most grossly defrauded. Complainants desire simply to assert and regain their just rights; they have stated but the naked truth in regard to the frauds to which they have been subjected—frauds which will be apparent by a reference to the relative conditions of the parties, mental and pecuniary, as well as from the intrinsic nature and subject matter of the pretended bargains and conveyances themselves. They contend that, while for fraud and gross over-reaching and imposition, as for other reasons

heretofore given, the sale from Adrian to Brant is void; nevertheless, should it so seem meet to your honor, they are willing that an account be taken of whatever pittance Adrian received, and they hereby offer to pay the same, should your honor so direct. They also consent, should your honor so decree, that an account be taken of the improvements placed on said lot by said Brant, together with an account of the value of the rents and profits thereof, and that the value of the improvements be allowed out of the rents and profits thereof. In consideration of all which matters, and for that complainants are remediless in the premises by the rules of common law, and are relievable only in equity, where matters of this nature are properly cognizable: To the end, therefore, that the said Joshua B. Brant and his confederates, when discovered, may, upon their several corporal oaths, full, true, direct, and perfect answers make to all and singular the matters herein before stated and charged as fully in every respect as if the same were here again repeated, and they thereunto distinctly interrogated, according to the best of their respective knowledge, remembrance, information, and belief; and more especially that, also, the said Brant may, in like manner, be compelled specifically to discover and set forth:

1. What have been the education, mental condition, and habits of life and pecuniary circumstances, respectively, of Adrian, Pierre, and Euphrasie aforesaid, since the year 1829. 2. What education each had prior thereto. 3. Whether they each had any knowledge of, or capacity for, business transactions and a just appreciation of the value of real estate in St. Louis; if so, which of them, and to what extent?

4. And that the said Brant may truly disclose whether had he or not been a close neighbor of, and familiar with, Pierre Barribeau, senior; and did he or not live but a few yards from him?

5. What were the respective ages of Adrian, Euphrasie, and Pierre in the year 1829, and his means of knowledge thereof?

6. Who sent or induced Adrian to visit the Indian country, with the aforesaid power of attorney, in search of Pierre?

7. For what reason?

8. Did defendant Brant know thereof before Adrian started; 9. Or before his return to St. Louis?

9. What explanation was given to Adrian to induce him to go; did he know the true contents of said power of attorney at that time, or at any time, and when?

10. Who caused said power of attorney to be prepared?

11. Who drafted the same; who all were accessory in any way to the drafting of the same, or causing or suggesting the same, or a similar one, to be prepared?

12. Was Pierre's interest in the lot aforesaid in any jeopardy from, or about to be interfered with by, any person before or at the time Adrian went on that mission; if so, what person, and in what manner, and by what means?

13. What passed between said Brant and Adrian and White in reference to the bargain and conveyance aforesaid, referred to or mentioned in exhibit B, herewith filed.

14. What explanation thereof was given to Adrian, and by whom; what consideration did said Brant pay therefor; when; to whom; in what manner? What was the value of said lot at the corner of Second street and Washington avenue, in St. Louis, Missouri, named in "exhibit A" aforesaid, at the date of the said conveyance set out in the copy aforesaid, "exhibit B"?

15. What was, at that same time, the value of the small lot purporting to have been given in exchange to Adrian and Pierre; to whom was the money consideration, mentioned in said conveyance, paid; was it ever paid; if so, when, in what manner, and in what funds, or other representatives of value; what were Adrian's habits at that time; was he or not constantly intoxicated; was he, at time, possessed of a sound, sober mind, and of a clear discernment; was he or not, at that time, addicted to other and worse dissipation; was said Brant aware of this or not; what was his age at the date of said conveyance; where was complainant, Pierre, at that date; was he of age; when did he first visit St. Louis after this; what has become of said lot out of the city of St. Louis, so given in exchange; who owns the same now; by what title; how acquired; how much paid for it; on what account; state all particulars in reference thereto; what is its present value; what is the present value of the lot in question now claimed by said Brant to have been bought from Adrien, Pierre, and Merry; what is the value of the annual rent and profits thereof; how long has the same been enjoyed by Brant; what the annual rent of the lot so given in exchange as aforesaid; what are all the circumstances attending the execution of the paper hereinbefore referred to, a copy of which is herewith filed as "exhibit D;" who drafted said original; at whose instance; why was it made to contain a conveyance of two-thirds of said lot; was the sum of money therein mentioned ever paid; if so, to whom; when; what representations were then made by said Brant, or any other person, (and who) to said Pierre; was Pierre intoxicated when his mark was affixed thereto, or stupid from any previous intoxication, or other cause, and what; was he then possessed of a sober, clear, and discerning mind; did he know that, by affixing his mark to said paper, he was conveying away any part of his own interests in any property in St. Louis; under what representations and belief did he sign such paper; at what place; when; who were present; did or not those present hear the explanations and representations which were made to Pierre at that time; what was the condition of Adrian's health at that time; what his habits of life; what have been Pierre's pecuniary circumstances from the year 1829 until now; what Adrian's, until his death; what Euphrasie's; was there ever a partition of the lot referred to at the corner of Second street and Washington avenue; if so, when; where; by whom, or whose order, and between whom; did said Brant recently (or at any time, and when) endeavor to procure, directly or indirectly, said Euphrasie to execute a deed of her interest in said lot; did said Brant introduce Pierre to a lawyer in St. Louis for that pur-

pose, or for any other purpose, and what, when; who was that lawyer; did he, Brant, at that time, hold or possess a conveyance from Pierre, purporting to convey two-thirds of said lot to him, and at the same time hold or possess Adrian's conveyance of his one-third; did he or not then furnish some money to defray Pierre's expenses to Memphis; if so, how much; why did Brant desire Pierre to visit Memphis? State all and everything in relation to all and every the objects of said visit, within his knowledge; and all other circumstances within his knowledge, information, remembrance, and belief, touching every allegation and interrogatory in this bill of complaint contained.

And complainants pray that the several conveyances herein before referred to, whereby it is pretended that the several interests of said Adrian, Pierre, and Euphrasie in and to the lot aforesaid, have been diverted out of them, and vested in others, may be respectively declared null and void, and that the title to said lot may be declared to be vested in your orator and oratrix; that said Brant may be decreed to render them immediate possession of the same, and to account for the value of the rents and profits thereof; (deducting therefrom, if your honor so decree, what pittance Adrian may have received from said Brant, and what expenses the said Brant may have incurred in the improvements made by him on said lot, if to your honor it seem right;) of all which it is prayed an account may first be taken, and that the surplus of said rents and profits may be decreed to be paid by said Brant to complainants. And that they may have such other and further relief as to your honor shall seem meet, and the nature of their case may require. May it please your honor to order process of subpœna to issue, directed to the said Joshua B. Brant, requiring him true answer to make to this the bill of your complainants. And they will ever pray, &c.

GARLAND,
Solicitor for the plaintiffs.

Subpœna.

And thereupon, on the day of the filing of said bill of complaint, an order was made in vacation, awarding the complainants a subpœna in chancery against the said defendant, returnable on the first Monday of April next. Which said subpœna issued from the office of the clerk of said circuit court on the said tenth day of March, 1849, in tenor and form following, to wit:

MISSOURI DISTRICT, *sct:*

The President of the United States, to Joshua B. Brant, greeting:

You are hereby commanded to be and appear at rules, to be held at the office of the clerk of the circuit court of the United States, for the district of Missouri, on the first Monday of April next, at the city of St. Louis, then and there to answer the bill of complaint of Pierre Barri-

beau and Euphrasie Therese Perry, citizens of the State of Tennessee, filed against you on the tenth day of March, 1849. Hereof fail not.

[SEAL.] Witness the honorable Roger B. Taney, chief justice of the United States, the tenth day of March, 1849.

Issued at office in the city of St. Louis, under the seal of said court, the day and year last aforesaid. BEN. F. HICKMAN,
Clerk.

On which writ of subpœna was the following endorsement:

Memo. The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken pro confesso.

BEN. F. HICKMAN,
Clerk.

Marshal's return.

And the marshal of the district returned said writ, with his return thereon endorsed, as follows, to wit:

I certify that I executed the within writ, by delivering a copy of the within named bill of complaint, and a copy of this writ, to the wife, a white person, over the age of fifteen years, of the within named defendant, Joshua B. Brant, at his usual place of abode, on the 10th day of March, 1849, at the county of St. Louis, and dist. of Missouri.

R. C. EMORY,
U. S. Marshal for district of Mo.
By H. W. LEFFINGWELL,
Deputy.

At which day, to wit, at rules, held in the office of the clerk of said circuit court, on the first Monday, being the second day of April, in the year 1849, came the said defendant, Joshua B. Brant, by Mr. Gantt, his solicitor, and entered his appearance in this cause.

Appearance, defendant.

And at another day, to wit, at the April term of said circuit court, in the year last aforesaid, to wit, on Thursday the twelfth day of said month, came the said defendant, Joshua B. Brant, by Mr. Gantt, his solicitor, and filed his answer to the bill of complaint of the said complainants, in the words and figures following, to wit:

Answer.

JOSHUA B. BRANT
ads.
PIERRE BARRIBEAU and Euphrasie Terese Perry.

The answer of Joshua B. Brant to the bill of complaint of the said Pierre Barribeau and Euphrasie Terese Perry, in this cause filed. This

respondent, saving and reserving to himself all and all manner of exceptions to the said bill of complaint, on account of the numerous errors, imperfections, contradictions, and irregularities therein contained, for answer to so much thereof as he is advised by counsel that it is material and proper for him to answer unto, saith: That he believes it to be true, as stated in said bill, that the said Pierre Barribeau, father of Adrien and Pierre Barribeau, has departed this life, and that he left no children, except the said Adrien and Pierre Barribeau; that before his death he made the deed of conveyance whereof complainants make mention, as exhibit A; that the said Adrien has departed this life intestate and without issue; that, in the year 1833, Joseph White, claiming to have full power and authority so to do, made a conveyance purporting to convey to said respondent all the right, title, and interest of the said Pierre Barribeau, to the lot of ground, or parcel of land, lying at the corner of Washington avenue and Second street, being two-thirds thereof, to this respondent in fee; and that said Adrien then and there joined in said deed, and thereby conveyed to this respondent all the right, title, and interest of said Adrien in and to said lot of ground at the corner of Washington avenue and Second street; that, at the time when the said conveyance was made, the said property was comparatively of little value, and your respondents gave, as a consideration for said conveyance, a valuable and adequate consideration therefor; and that the same consisted of a lot of ground in William C. Christy's addition to St. Louis, valued at one thousand dollars, and the sum of eight hundred dollars in cash; and the lot of ground was conveyed to said Adrien and Pierre Barribeau by said respondent, on the second day of November, in the year eighteen hundred and thirty-three, by deed recorded in book T, page 163, in the office of the recorder of St. Louis county; a certified copy of which conveyance, the original thereof not being in the hands of this respondent, is herewith filed and referred to as part of this answer; and the sum of eight hundred dollars was paid, partly to the said Adrien and partly to the said Pierre, the last payment thereon being made to the said Pierre at St. Louis, on the seventh day of April, 1834, the said Pierre then and there assenting to and recognising and affirming the conveyance of the said lot of ground, and the payments theretofore made by said respondent on account thereof; and that this respondent, in good faith, and supposing the said Joseph White fully competent and authorized to convey the said interest of said Pierre Barribeau to him, this respondent, received said conveyance, and paid the aforesaid valuable consideration therefor; that afterwards, in the year 1836, this respondent was informed that, at the time of the conveyance by said Adrien and Pierre (by his attorney) to himself as herein before stated, the said Pierre Barribeau was a minor, and less than twenty-one years of age; whereupon this respondent came to speech of said Pierre Barribeau, and fully explained to him, the said Pierre, the transaction which the said White had had with this respondent in the year 1833, touching the said lot of ground at the

corner of Washington avenue and Second street, and asked the said Pierre Barribeau to make to him a conveyance, affirming the said deed and conveyance so to him made as aforesaid by said Joseph White, as agent and attorney of said Pierre Barribeau, so far as in him, the said Pierre Barribeau, lay, and to convey to this respondent all the right and interest of the said Pierre to said lot of ground at the corner of Second street and Washington avenue; whereupon the said Pierre took time to consider of said request, and several days afterwards, fully understanding the terms of the same and the nature of the transaction he was engaged in, he executed to this respondent the deed written on the third page of the sheet of paper on the first and second pages of which is written the said deed of Pierre Barribeau, by his attorney, White, and the said Adrien Barribeau, to this respondent; which deed of confirmation the said Pierre Barribeau executed knowingly, willingly, and understandingly, and received from this respondent the sum of five dollars as a consideration therefor. This respondent avers the truth to be that, so far from any deception being by him practised upon the said Pierre Barribeau in respect to said conveyance, executed to him by said Barribeau in 1836, he caused the terms and conditions of the same to be repeatedly stated and explained to said Barribeau, and the said Pierre Barribeau fully understood and comprehended what he was doing; and, so understanding and comprehending, he executed the said deed, received value therefor in good faith, and has repeatedly since that time expressed his satisfaction at the conduct of this respondent therein, as this respondent has been informed and believes. This respondent avers that said Pierre Barribeau has never, since the year 1836, claimed to be the owner of the said lot of ground, nor paid any taxes thereon, nor attempted to exercise any ownership or control over the same, until his return from Memphis, in the State of Tennessee, in the latter part of the year eighteen hundred and forty-eight. With respect to the complaint made by said Euphrasie Perry, with respect to the said lot of ground and her supposed interest therein, this respondent answers and says, that after purchasing from the said Pierre Barribeau, in 1836, his interest in said lot of ground, he caused inquiry to be made as to the owner of the interest therein and thereto which had been originally conveyed to the use of Euphrasie Terese Barribeau; and he ascertained that said interest was held by one Samuel Merry, of the city of St. Louis, and State of Missouri, having been conveyed to him by the said Euphrasie Terese, by deed duly acknowledged and recorded in book N, No. 2, f. 6, of the recorder's office of St. Louis county; whereupon said respondent negotiated with said Samuel Merry for the purchase of said lot, and such proceedings were had that, on the twenty-first day of March, in the year eighteen hundred and forty-two, the said Samuel Merry and wife conveyed to said respondent the interest which he, said Sam'l Merry, acquired from said Euphrasie Terese; and said respondent herewith files copies of the said deed from Euphrasie Terese to said Samuel Merry, and from said Merry to this respondent, and the originals, which are in

his possession, he will produce when thereto required by the court; and he avers that he made the said purchase from said Merry in good faith and for the consideration set forth in said deed, to wit, for the sum of five thousand dollars, which he duly paid and satisfied to said Merry; and that he then believed that said Merry was seized of the interest, which he professed to convey in said lot to this respondent, by a good and indefeasible title in fee simple, and that he still believes that said Merry was so seized, having seen and heard nothing to change this opinion; and respondent further states, that he is informed and believes, that said Merry paid to the said Euphrasie Terese, in presence of her protector, Mr. Winchester, of Memphis, in the State of Tennessee, the sum of one thousand dollars as the consideration of said deed from said Euphrasie Terese to said Merry, and that she, the said Euphrasie Terese, well understood that she was by said deed conveying to said Merry all her interest in said lot of ground. This respondent states that, among the considerations by him paid to the said Pierre Barribeau and Adrien Barribeau in 1833 for their deed then made to him of said lot of ground at the corner of Washington avenue and Second street, was a lot in Christy's addition to St. Louis, which this respondent conveyed to said Pierre and Adrien Barribeau, estimating the same to be worth one thousand dollars, as aforesaid; and afterwards, on the nineteenth day of November, 1833, said Adrien Barribeau mortgaged said lot of ground to one William Mull, to secure to him the payment of three hundred and ten dollars, as may more fully appear by reference to the certified copy of said deed herewith filed; and on the twelfth day of July, 1837, the said Pierre Barribeau conveyed to one Newman Roberts for the sum of fourteen hundred dollars, ($1400) his, the said Pierre Barribeau's, interest in said lot, as appears by the deed of said Pierre recorded in book B 2, page 213, a circumstance which it is presumed had escaped the memory of said Pierre Barribeau when he dictated or assented to his said bill of complaint against this respondent, wherein, among other statements equally veracious, it is declared that the said Pierre Barribeau never received any consideration for said conveyance made as aforesaid to this respondent in 1833, and confirmed by the said Pierre Barribeau in 1836 by his deed of 20th August, 1836, and by the acceptance of the lot conveyed to him, said Pierre, by said Brant, in partial satisfaction of the consideration of the said conveyance so by said Pierre and Adrien Barribeau made to said Brant; and as to the said Adrien's interest in said lot at the corner of Washington avenue and Second street, which said complainants aver has descended to them as heirs-at-law of said Adrien, this respondent says, that he bought the same from said Adrien, and paid and satisfied him therefor, and took a conveyance thereof to himself, which bears date on the third day of September, 1833, and is recorded in book T, page 70, being the same deed whereof mention is made by said complainants in their bill of complaint; and, for answer to the interrogatories against him in this behalf exhibited, this respondent says, that he knows nothing of the mental condition and education of the said complainants which

in any degree distinguishes them from other persons of their class; and that as to their capacity for business transactions and just appreciation of the value of real estate in St. Louis, respondent can only say, that many persons reputed to be intelligent men made worse bargains in real estate in St. Louis in 1833 and 1836, than the said complainants and the said Adrien. That he believes that Pierre Barribeau was, in the month of May, 1829, fully fourteen years of age; and that the said Euphrasie, and the said Adrien, were at the same time above the age of twenty-one years; that the inquiry as to his means of knowing this is impertinent and fishing; that the facts respecting the sending of the said Adrien Barribeau to the Indian country are, as well as this respondent can recollect, the following; The said Pierre Barribeau was in the Indian country, and Adrien, his elder brother, was in the city of St. Louis; said Adrien feared that the said Pierre Barribeau had given to Stephen Foreman a warrant of attorney, by means of which the said Pierre might be despoiled of his property; and said Adrien inquired of this respondent what course he ought to pursue in the premises in behalf of his said brother Pierre; and this respondent suggested to him, the said Adrien, to proceed to said Indian country and find the said Pierre, and cause him, or advise him, to revoke the said power of attorney to said Foreman; that said Adrien procured a deed of revocation and power of attorney to be drafted by one John Haverty, who was then and there a clerk in the quartermaster's department of the United States Government, now clerk in the office of superintendent of Indian affairs at St. Louis; and that the said Adrien proceeded to the said Indian country in search of the said Pierre, (who was then on Platte river, in what is now the State of Missouri, as this respondent believes,) and shortly afterwards returned with the power of attorney, which is recorded in book T, p. 41, of the recorder's office in the city of St. Louis; that with reference to the deed from said Pierre (by his attorney) and said Adrien, to this respondent, referred to by complainants as exhibit B, the facts are shortly these: That this respondent proposed to buy of said Adrien and said Pierre Barribeau their interest in said lot; that he caused their title thereto to be investigated by Josiah Spalding, esq., and a deed of their interest therein to be prepared by said Spalding, after agreeing with said Adrien, who was present, and with said Joseph White, attorney for said Pierre, (who was absent,) respecting the price to be paid therefor by this respondent; that he made no explanation to said Adrien, except that he told him that he, said respondent, would give him so much money and property for said Adrien's interest in said lot, and said Adrien agreed to receive said money and property, and to give a deed to said Brant in consideration thereof, conveying all his interest in said lot to said Brant; and said White made the same agreement, and received the same explanation, relative to the interest of said Barribeau; that at the time of the conveyance of said lot in 1833, the undivided two-thirds thereof were worth about eighteen hundred dollars, and that the corner of Second street and Washington avenue was by no means a business place at

that time; that the consideration for said lot was paid by said Brant to said Pierre and Adrien as hereinbefore stated; that the lot on Eighth street, near Franklin avenue, was at the same time worth one thousand dollars, and rose in value shortly afterwards; that said Adrien was of sound disposing mind, memory, and understanding, and of full age when said conveyance was executed by him to said respondent in the year 1833; and that his habits as to intoxication were not such as to prevent him from exercising his judgment in matters of business; said Adrien was a hatter, or a journeyman hatter, and was said to be addicted to frolicking occasionally, but was perfectly sober at the time of all the transactions which said respondent had with him, and perfectly master of himself on all such occasions; that the inquiries relative to the present value of the lot given by said respondent to said Adrien and said Pierre in part consideration of their interest in said lot by them conveyed to him in 1833, in comparison with the present value of said last mentioned lot, are irrelevant and impertinent, as respondent is informed by counsel, and believes, and need not be answered by him; that as respects the deed of confirmation referred to by complainants in their bill as exhibit D, the same recites the true circumstances under which it was made. It was drafted by John Haverty, esq., at that time a clerk of said U. S. quartermaster's department, at the request of said Pierre and said Brant.

That the consideration therein mentioned, and more, was paid by said Brant to said Pierre in cash, and that Pierre was perfectly sober when he executed the same, and perfectly understood the nature of what he was doing; that John B. Sarpy and John Haverty, both of this city, were present at said execution; that he knows nothing of the history of said Pierre since the execution of said deed, nor does he perceive the relevancy of such inquiries; that he does not know of any partition of said lot by metes and bounds; that respondent has never made any attempts, since his purchase from said Merry in 1842, to obtain from said Euphrasie her interest in the lot at the corner of Second street and Washington avenue, and never took any steps relative thereto; that he wished to buy the interest of said Pierre in and to a lot in the Grand prairie, and thinks he offered to give him for the same the sum of five hundred dollars, as respondent believes, but his memory on this point is not accurate, that is to say, he does not recollect what he offered, or whether he offered any definite sum therefor; and that he furnished, by way of loan, the sum of twenty-four dollars to said Pierre, for the purpose of enabling him, the said Pierre, to visit Memphis, and obtain from his sister Euphrasie a release of her interest in said lot in the Grand prairie, which also respondent wished to purchase; that respondent was informed by counsel that the title to the lot in the Grand prairie could only be asserted at the end of a serious litigation, which might after all be unsuccessful, and he therefore determined not to risk more than a thousand dollars in purchasing the same. And prior to said Pierre leaving the city of St. Louis and going to Memphis, for the purpose of obtaining the conveyance of said Euphrasie Terese to himself, the said

Pierre, of the lot in the Grand prairie, he, the said Pierre, was fully aware of, and frequently made allusion to, the several facts stated in this answer, and expressed his satisfaction therewith; that ever since the purchase of the said lot of ground at the corner of Second street and Washington avenue by this respondent, he has been in possession thereof, and directly or very soon after purchasing the interest of said Merry therein, he commenced and completed a valuable improvement thereon; that said Pierre was perfectly sober, and of a sound disposing mind, when he executed the paper or deed whereof complainants have filed a copy as exhibit D, and that he knew that by so doing he confirmed the said Joshua B. Brant, respondent aforesaid, as to the conveyance theretofore made by the attorney of said Pierre respecting said lot of ground at the corner of Second street and Washington avenue, whereof the said Pierre had received the consideration in money and property. And this respondent denies all and all manner of unlawful combination and confederacy wherewith he is by said bill charged; without this, that there is any other matter, cause, or thing in the said complainants' bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true, to the belief or knowledge of this respondent. All which matters and things this respondent is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

J. B. BRANT.
THOS. T. GANTT,
Sol. for respondent.

Joshua B. Brant makes oath and says, that the statements made in the within answer are true, to the best of his knowledge and belief.

J. B. BRANT.

Sworn to and subscribed before me, this 18th day of January, 1850.

BEN. F. HICKMAN, *Clerk.*

And at the same time, to wit, on the twelfth day of the said month of April, 1849, this cause was continued until the next term of the court.

And at another day, to wit, at rules held in the clerk's office of said circuit court, on the first Monday, being the fourth day of June, in the year last aforesaid, came the said complainants, by their solicitors, and filed exceptions to the answer of the said defendant filed in this cause, in the words following, to wit:

Exceptions to answer.

United States circuit court, for the district of Missouri.

BARRIBEAU & PERRY
vs.
JOSHUA B. BRANT.

Exceptions to the answer of the defendant, Brant, in this cause.

1st. For that the said Brant has not answered and set forth, according to the best of his knowledge, information, and belief, whether the said power of attorney, executed to Joseph White by complainant, Pierre Barribeau, was not prepared in St. Louis by said Brant, or at his instance and for his benefit, and furnished to Adrien, and whether Adrien was not started with the said paper by said Brant in search of Pierre; also, who sent or induced Adrien to go on this mission, and whether said Brant knew thereof, and whether Adrien was not then ignorant of the true contents of said paper. 2d. For that the said Brant, in manner aforesaid, has not answered and set forth whether the statement and explanation of said paper, charged by complainants to have been communicated to said Pierre by said Adrien, was not furnished by said Brant to Adrien at the time he was started with said paper. 3d. For that in manner aforesaid the said Brant has not answered and set forth what explanation was given to Adrien to induce him to go in search of Pierre; who caused said power of attorney to be prepared. 4th. For that in manner aforesaid the said Brant has not answered and set forth whether complainant Pierre's interest in the lot in question was then in any jeopardy from, or about to be interfered with, by any person, and what person, in what manner, by what means; whether said Pierre ever executed any power of attorney to Stephen Foreman, or in any manner gave him any authority to dispose of his, Pierre's, property, and if so, what, when. 5th. For that the said Brant, in manner aforesaid, has not answered and set forth whether those persons then present heard the explanations and representations made to Pierre at the time the deed referred to in said bill (as exhibit D) was executed, and what were those explanations and representations. 6th. For that the said Brant, in manner aforesaid, has not answered and set forth why the said last named deed was made to contain a conveyance of two-thirds of said lot. 7th. For that the said Brant, in manner aforesaid, has not answered whether, at the time said last deed was executed, the said Adrien's death was or not then anticipated by him, Brant. 8th. For that the said Brant, in manner aforesaid, has not answered and set forth whether the said complainants and said Adrien could read or write, and what their education, mental condition, and pecuniary circumstances, and whether they had any capacity for business transactions, and a just appreciation of the value of real estate in St. Louis; and if so, to what extent. 9th. For that the said Brant, in manner aforesaid, has not answered and set forth what was then the value of said lot near St. Louis, purported to have been given by him to Adrien and Pierre in part consideration for the lot at the corner of Washington avenue and 2d street. 10th. For that the said answer by said Brant to the said bill of complaint is unverified by affidavit. 11th. For that the said answer in other respects is evasive and insufficient.

H. A. GARLAND & T. POLK,
For complts.

And afterwards, to wit, at the October term of said court, in the year eighteen hundred and forty-nine, the following entries appear in the record of the proceedings thereof, to wit:

Wednesday, October 3, 1849.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT.

This day came the parties, by their solicitors, and the exceptions heretofore filed in this cause by complainants to the answer of the defendant, were argued and submitted to the court.

Thursday, October 4, 1849.

Exceptions overruled.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT.

The court, being now sufficiently advised of and concerning the exceptions filed by the complainants to answer of defendant, do order that said exceptions be overruled, there being no memorandum at the foot of the bill containing interrogatories which the defendant is therein required to answer, as directed by rules prescribed for this court by the Supreme Court of the United States; and thereupon the complainants filed their replication to said answer, as follows, to wit:

Replication to answer.

Replication.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT.

Circuit court of the United States, for the district of Missouri.

And now came the complainants, by way of replication, and deny the truth of the defendant's answer and the sufficiency of the matter alleged therein to bar the plaintiffs' suit; and they further assert the truth and sufficiency of their bill in this cause filed, and pray the judgment of the court therein.

GARLAND & POLK,
For the complainants."

And thereupon, on motion, this cause was continued till the next term of the court.

And at another day, to wit, at rules, held in the office of the clerk of said circuit court, on the first Monday, being the fourth day of March, 1850, the following entry was made in the rule book of said clerk, to wit:

Order for commission to issue to take depositions.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT.

The complainants, by their solicitors, having filed with the clerk of this court, more than ten days ago, notice for the defendant in this cause that said complainants will proceed, on Monday, the 11th day of March, 1850, to take the depositions of certain witnesses therein named, to be read as evidence in this cause; and having accompanied said notice with interrogatories, to be propounded by said witnesses, it is ordered, that the clerk of this court do issue a commission, directed to Mann Butler, esq., a justice of the peace, in and for St. Louis county, directing him to take said depositions, first allowing to the defendant, Joshua B. Brant, five days, according to the rules of this court, to file his cross interrogatories to accompany the interrogatories of complainants, and to be propounded, also, to said witnesses, if said defendant Brant should desire so to do.

And afterwards, to wit, at the April term of said circuit court, in the year eighteen hundred and fifty, the following entries were made in the record of proceedings of said court, to wit:

Tuesday, April 2, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came the complainants, by their solicitor, and on his motion it is ordered, that the clerk of this court open the depositions now on file with the papers in this cause; which is done accordingly.

Tuesday, April 9, 1850.

Cause set for hearing.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day comes the defendant, by his solicitor, and on his motion it is ordered by the court, that this cause be set down for hearing on Thursday next.

Thursday, April 12, 1850.

Trial.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day come the parties aforesaid, by their solicitors, and both said

parties being ready and prepared, the hearing of this cause was commenced; and there not being time to finish it, the further progress is continued until to-morrow morning.

Friday, April 12, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day come again the parties, by their solicitors, and the hearing of this cause not being completed, further progress is continued until to-morrow morning.

Saturday, April 13, 1850.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until Monday next; and, on motion of defendant, a subpœna duces tecum is awarded, directed to Josiah Spalding and John R. Shepley, requiring them to bring into court, on Monday next, the original deed, in their possession, from Pierre Barribeau to Newman Robirds, made in 1837.

Monday, April 15, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to-morrow morning.

Tuesday, April 16, 1850.

PIERRE BARRIBEAU et al.
vs.
JOSHUA B. BRANT. } In chancery.

On motion of the defendant, a subpœna duces tecum is awarded, directed to Samuel Gaty, requiring him to bring into court on this day the original deed, in his possession, made in the year 1837, by Pierre Barribeau to Newman Robirds.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing

of this cause not being completed, further proceedings are continued until to-morrow morning.

Wednesday, April 17, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to-morrow morning.

Thursday, April 18, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to morrow morning.

Friday, April 19, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to-morrow morning.

Saturday, April 20, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until Monday morning.

Monday, April 22, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until to-morrow morning.

Tuesday, April 23, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until to-morrow morning.

Wednesday, April 24, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the arguments of counsel having closed, and the hearing of this cause being fully completed, the same was submitted to the court for a decree; and the court not being prepared at this time to render a decree, takes time to do so.

Decree of dismissal.

Monday, April 29, 1850.

PIERRE BARRIBEAU et al., complainants,
against
JOSHUA B. BRANT, defendant. } In chancery.

This day came again the parties, by their solicitors, and this cause having been heretofore submitted to the court for a decree upon bill, answer, replications, exhibits, depositions, and testimony of witnesses taken in court by consent of parties; and the court being now sufficiently advised in the premises, is of opinion, that, at the time of the execution of the power of attorney to White Pierre, was an infant; that said power, and the deed of 1833, executed under it, were void, but that the same were not fraudulently obtained by said defendant. That at the time of the execution of the deed of 1833 said Adrien was of full age, and knowingly and understandingly, and for a valuable consideration, did convey all his right, title, and estate in and to said land to defendant, and that said deed was fairly obtained by defendant. That the said Euphrasie, being of full age, did understandingly, on the 1st day of February, 1836, for a valuable consideration, convey to Samuel Merry all her right, title, and interest in said land; and that said Samuel Merry, on the 26th day of March, 1842, conveyed the same to the said defendant; and that the several allegations of fraud in said bill are not sustained by the proof. Wherefore, it is now ordered, adjudged, and decreed, that the bill of the complainants in this cause be, and the same is hereby, dismissed. And it is further ordered and adjudged, that the complainants pay to the defendant the

of this cause not being completed, further proceedings are continued until to-morrow morning.

Wednesday, April 17, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to-morrow morning.

Thursday, April 18, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to morrow morning.

Friday, April 19, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued over until to-morrow morning.

Saturday, April 20, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until Monday morning.

Monday, April 22, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until to-morrow morning.

Tuesday, April 23, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the hearing of this cause not being completed, further proceedings are continued until to-morrow morning.

Wednesday, April 24, 1850.

PIERRE BARRIBEAU et al.
against
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the arguments of counsel having closed, and the hearing of this cause being fully completed, the same was submitted to the court for a decree; and the court not being prepared at this time to render a decree, takes time to do so.

Decree of dismissal.

Monday, April 29, 1850.

PIERRE BARRIBEAU et al., complainants,
against
JOSHUA B. BRANT, defendant. } In chancery.

This day came again the parties, by their solicitors, and this cause having been heretofore submitted to the court for a decree upon bill, answer, replications, exhibits, depositions, and testimony of witnesses taken in court by consent of parties; and the court being now sufficiently advised in the premises, is of opinion, that, at the time of the execution of the power of attorney to White Pierre, was an infant; that said power, and the deed of 1833, executed under it, were void, but that the same were not fraudulently obtained by said defendant. That at the time of the execution of the deed of 1833 said Adrien was of full age, and knowingly and understandingly, and for a valuable consideration, did convey all his right, title, and estate in and to said land to defendant, and that said deed was fairly obtained by defendant. That the said Euphrasie, being of full age, did understandingly, on the 1st day of February, 1836, for a valuable consideration, convey to Samuel Merry all her right, title, and interest in said land; and that said Samuel Merry, on the 26th day of March, 1842, conveyed the same to the said defendant; and that the several allegations of fraud in said bill are not sustained by the proof. Wherefore, it is now ordered, adjudged, and decreed, that the bill of the complainants in this cause be, and the same is hereby, dismissed. And it is further ordered and adjudged, that the complainants pay to the defendant the

costs and charges by him in and about this suit expended; and that said defendant have execution thereof against said complainants.

Bill of exceptions.

Tuesday, April 30th, 1850.

PIERRE BARRIBEAU et al.
[vs.]
JOSHUA B. BRANT. } In chancery.

This day came again the parties, by their solicitors, and the complainants filed their bill of exceptions, which was allowed, signed, sealed, and ordered to be made a part of the record in this cause.

Appeal granted.

And thereupon the said complainants prayed an appeal to the Supreme Court of the United States, which appeal was allowed, and the bond executed in open court, by Hugh A. Garland, as principal, and Edward Mead, as security; which bond was acknowledged by the said Garland and Mead, and approved by the court.

Which said bill of exceptions, filed as aforesaid, is in the words and figures following, to wit:

Complainants' evidence.

PIERRE BARRIBEAU and Euphrasie Therese Perry, plaintiffs,
against
JOSHUA B. BRANT, defendant. } Bill in chancery.

Circuit court of the United States, district of Missouri, April term, 1850.

Be it remembered, that on the trial of this cause, which was heard on bill, answer, replication, exhibits, and proofs produced by the parties, the plaintiffs introduced the following evidence:

Deed P. Barribeau, sr., to J. White.

1st. The deed of Pierre Barribeau, sen., to Joseph White as trustee, (exhibit A, of bill,) dated May the 8th, 1829, in the words and figures following, to wit:

Know all men by these presents, that I, Pierre Barribeau, of the county and city of St. Louis, in the State of Missouri, for and in consideration of the natural love and affection which I bear to my two sons, Adrian Barribeau (who is now about twenty-one years of age) and Pierre Barribeau, junior, (who is now about fourteen years of age,) and for and in consideration of the faithful and valuable services heretofore rendered to me by my adopted daughter, Euphrasie Therese Barribeau, on whom I have conferred the maiden name of Barribeau,

having reared and brought her up in my family from her infancy, (who is now about twenty-three years of age;) and for the further consideration of the sum of five dollars, to me in hand paid by Joseph White, of the same place above mentioned, before the execution and delivery of this deed of gift, and of bargain and sale, the receipt whereof I do hereby acknowledge; and for the purpose of securing to myself the property, possession, and enjoyment of the premises and tenements hereinafter mentioned, and conveyed for and during the term and period of my natural life, and for the purpose of making future provision and support for my said sons and my said adopted daughter Euphrasie Therese, after my death, I hereby acknowledge to have given, granted, bargained, and sold, and by these presents I do give, grant, bargain, sell and convey, unto him, the said Joseph White, as trustee for my said sons and daughter, and to his heirs, executors, and administrators, the following described town lot, tenements, and tract of land, (upon the trusts, conditions, limitations, and reservations hereinafter mentioned and expressed,) to wit: a lot of ground situate, lying, and being [in] the said city and county of St. Louis, on which I now live, which is bounded and butted as follows, to wit, on the east by Second or Church street; on the south by a lot of ground sold and conveyed by me to said White, by my deed of conveyance; on the west by a lot lately owned by Stone, Bostwick, and Bellows, and now claimed and occupied by George F. Strother; and on the north by a cross street, lately called North F street, (now Laurel street,) which separates said lot, hereby sold and conveyed, from a lot of Thomas Wright, now occupied by Mrs. Benton; which said lot of ground, hereby bargained, sold, and conveyed, contains the quantity and width of one hundred and four feet, French measure, more or less, fronting on said Second or Church street, *more or less*, by one hundred and fifteen French feet deep, running westward, more or less; on which said lot stands the house in which I now reside. Also a certain common field lot, or tract of land, situate, lying, and being in said county, about three miles from the town of St. Louis, in the St. Louis big prairie; which tract or common field lot of land contains one and a half arpens in front by forty arpens in depth, and is bounded on the north by a lot formerly belonging to Benito Vasquez; south by a lot of Joseph La Croix; and east and west by vacant land; which said last mentioned tract of land was confirmed to me by act of Congress, passed the thirteenth day of June, 1812, and an act of Congress supplementary thereto, entitled "An act making further provisions for settling the claims to land in the territory of Missouri," possession of which said tract of land having been proved before the recorder of land titles in the State of Missouri, in pursuance of the provisions of said acts, and for which said recorder has issued his certificate to me, dated the 3d day of March, 1825, numbered No. 5.

To have and to hold the said town and common field lots, together with the tenements, houses, and improvements thereon, together with

the appurtenances and privileges thereto belonging, to him, the said Joseph White, his heirs, executors, and administrators, in trust to my only use, benefit, and behoof, for and during the period of my natural life; hereby reserving to myself, exclusively, the entire and complete possession, use and occupation, rents and profits, of said lots of land and tenements during my natural life. And after my death, said White, his heirs, executors, and administrators, shall hold the said lots of land and tenements in trust for the said Adrian, Pierre, and Euphrasie Barribeau, and for their joint and several benefits, in equal shares and portions, and for the benefit of their representatives, until the youngest of them shall arrive to and attain the full age of twenty-one years, if such minor shall survive me. And it is hereby declared that, at the time of my death, if any of said sons or said daughter shall be living, or if any of them shall be dead, leaving lawful issue, the said lots of land and tenements shall be vested absolutely and in fee simple in such survivor or survivors, and such of their legal representatives or issues as shall then be living; and shall be and remain to them and their heirs forever, in fee simple, as tenants in common, with full power and authority to divide, sell, and partition the same among them in equal shares of three shares; subject, however, to the following limitations and restrictions, that is to say: if one or more of them shall die before me without issue, then said land and lots shall vest, as aforesaid, in the survivor and survivors of them; or [if] either of them shall die, leaving issue, before the expiration of the nonage of the youngest of them, then the share of such deceased in said land shall go to and vest in the issue of such deceased parent, in equal portions amongst such issue, in fee simple to them and their heirs forever. And if either of said sons or daughter shall at any time die without issue, seized of said land and lot, or any part thereof, and without will devising the same, the interest and estate of such deceased in said land and lot shall descend to, and be inherited by, the survivor or survivors, and their heirs, as heirs-at-law, to have and to hold said lands and lot to them as aforesaid forever. And said White, his heirs, executors, and administrators, shall account to said sons and daughter, and their legal representatives, for all rents and profits arising out of said lot and land, which he may or shall receive, after reserving to himself a reasonable compensation for his trouble, not exceeding ten per centum on such receipts.

In testimony whereof I have hereunto set my hand and seal, at the city of St. Louis, in said county *in said county* and State, this eighth day of May, in the year of our Lord eighteen hundred and twenty-nine.

his
PIERRE ✕ BARRIBEAU, [SEAL.]
mark.
JOSEPH WHITE. [SEAL.]

Signed, sealed, and delivered in presence of—
J. V. GARNIER.

COUNTY OF ST. LOUIS, *ss:*

Personally appeared before the undersigned, one of the justices of the peace within and for the county aforesaid, Pierre Barribeau and Joseph White, whose names are subscribed to [the] foregoing deed or instrument, and who are personally known to such justice to be the persons whose names are subscribed to such instrument of writing, as having executed the same, and acknowledged such instrument of writing to be their act and deed for the purposes therein mentioned.

Given under my hand this 8th day of May, 1829.

J. V. GARNIER, *J. P.*

Recorded 19th May, 1829.

ARCH. GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder for the county aforesaid, certify the foregoing to be a true and correct copy of an instrument in writing that was filed in my office, May 19, 1829, as fully as the same and the certificate of acknowledgment thereof remains of record in my said office, in book P, pages 33, 34, and 35.

[SEAL.] Given under my hand and seal of office, at St. Louis, Missouri, this 27th day of October, A. D. 1848.

S. D. BARLOW, *Recorder.*

2nd. The deed of Adrien Barribeau and Pierre Barribeau, by Joseph White, attorney in fact, and Joseph White, trustee, to Brant, (exhibit B of bill) dated September 3, 1833, in the words and figures following, to wit:

Deed from Barribeaus and White to J. R. Brant.

This deed, made this third day of September, in the year one thousand eight hundred and thirty-three, between Adrain Barribeau and Pierre Barribeau, of St. Louis, parties of the first part, Joseph White, of the same place, party of the second part, and Joshua B. Brant, party of the third part, witnesseth:

That the said parties of the first part, for and in consideration of eight hundred dollars, to them in hand paid by said Brant, and also a lot of ground and house, formerly owned by Wingate, lying north of Jesse G. Lindell's, near the city of St. Louis, to be conveyed to them by said Brant, have granted, sold, aliened, enfeoffed, and confirmed, and do hereby grant, sell, alien, enfeoff, and confirm, unto said Joshua B. Brant, all their right and interest, being the undivided two-thirds in and to a lot of ground, situate in the city of S. Louis, being one hundred and four feet, more or less, on Church street, running back westwardly one hundred twenty-one feet, "more or less," to the lot occupied by George F. Strother; bounded north by Cross street, called Laurel

street, east by Church street, south by a lot of Samuel Merry, and west by said lot occupied by Strother:

To have and to hold the undivided two-thirds of the lot above described, unto him, said Brant, and his heirs and assigns forever, together with all rights, privileges, and appurtenances thereto belonging. And the said parties of the first part, for themselves, their heirs and representatives, will and do hereby forever warrant and defend the said bargained and granted premises and every portion thereof, unto him, said Brant, his heirs and assigns, against all claims, rights, titles, and estates and heirs whatsoever.

And whereas Pierre Barribeau, the father of said party of the first part, conveyed in his lifetime, by deed dated the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, recorded in book P, page 33, the same lot with other property to Joseph White, the said party of the second part, in trust for said parties of the first part, and their sister:

Now, therefore, the said Joseph White, for the consideration aforesaid, and being thereto requested by said parties of the first part, doth grant, enfeoff, release, convey, and quit-claim, unto said Joshua B. Brant, all right, title, interest, and property and estate, owned or rightfully claimed by him as such trustee in the lot above described for the benefit of said parties of the first part herein. To have and to hold the same unto said Brant, his heirs and assigns forever, free and discharged from said deed of trust, to and for his and their own benefit and behoof forever. It being clearly understood, that the right and interest of the said sister of the parties of the first part is not conveyed by the said White, trustee as aforesaid.

In testimony whereof said parties have hereto set their hands and seals, the day and year first above written.

his
ADRIEN X BARRIBEAU, [SEAL.]
mark.
PIERRE BARRIBEAU, [SEAL.]
By JOSEPH WHITE, *his attorney.*
JOSEPH WHITE. [SEAL.]

Signed, sealed, and delivered, after being read to the grantor Adrian.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this third day of September, in the year of our Lord eighteen hundred and thirty-three, before me, Wilson Primm, a justice of the peace within and for the county aforesaid, appeared Adrian Barribeau and Joseph White, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same, and severally acknowledged the same to be their act and deed for the purposes therein mentioned; the said Joseph White, also as attorney in fact for Pierre

Barribeau, acknowledged the same to be his act and deed for the purposes therein mentioned. Taken and certified the day and year aforesaid.

WILSON PRIMM,
Justice of the peace.

The words in this deed enclosed and underscored thus, __'' were interlined in the original.

Recorded this 3d September, 1833.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder for the county aforesaid, certify the foregoing to be a true and correct copy of an instrument in writing that was filed in my office, September 3, 1833, as fully as the same and the certificate of acknowledgment thereof remains of record in my said office, in book T, pages 70 and 71.

[SEAL.] Given under my hand and seal of office, at St. Louis, Missouri, this 27th day of October, A. D. 1848.

S. D. BARLOW, *Recorder.*

Third. The power of attorney from Pierre Barribeau to Joseph White, (exhibit C of the bill,) [is] in the words and figures following, to wit:

Power of attorney from P. Barribeau to J. White.

Know all men by these presents, that I, Pierre Barribeau, of the city of St. Louis, in the State of Missouri, now on the Platte river, having heretofore executed my power of attorney in favor of Stephen W. Foreman, of St. Louis, authorizing him for me and in my behalf to sell and convey my share and interest in the real estate whereof my late father, Pierre Barribeau, died seized and possessed, my undivided share, being a lot in the city of St. Louis, whereon my said father lived and died. And also my undivided share in a parcel of land of one arpent and a half in front, by forty in depth, lying in the prairie near the St. Charles road, and about three miles from St. Louis. Said power of attorney was obtained from me by fraud; that I do hereby revoke the same, and declare every act done by the said Foreman, under color and pretence of said power of attorney, to be null and void. And I do hereby constitute and appoint Joseph White (who was appointed trustee of my father during the minority of his children) to be my attorney in fact, and do authorize him to sell my said described property, and to convey the same, and to act for me as fully and absolutely as if I myself was present and acting; hereby binding myself, my heirs, executors, &c., to ratify and confirm all that he may do in the premises.

In witness of which I have hereunto set my hand and seal, the

street, east by Church street, south by a lot of Samuel Merry, and west by said lot occupied by Strother:

To have and to hold the undivided two-thirds of the lot above described, unto him, said Brant, and his heirs and assigns forever, together with all rights, privileges, and appurtenances thereto belonging. And the said parties of the first part, for themselves, their heirs and representatives, will and do hereby forever warrant and defend the said bargained and granted premises and every portion thereof, unto him, said Brant, his heirs and assigns, against all claims, rights, titles, and estates and heirs whatsoever.

And whereas Pierre Barribeau, the father of said party of the first part, conveyed in his lifetime, by deed dated the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, recorded in book P, page 33, the same lot with other property to Joseph White, the said party of the second part, in trust for said parties of the first part, and their sister:

Now, therefore, the said Joseph White, for the consideration aforesaid, and being thereto requested by said parties of the first part, doth grant, enfeoff, release, convey, and quit-claim, unto said Joshua B. Brant, all right, title, interest, and property and estate, owned or rightfully claimed by him as such trustee in the lot above described for the benefit of said parties of the first part herein. To have and to hold the same unto said Brant, his heirs and assigns forever, free and discharged from said deed of trust, to and for his and their own benefit and behoof forever. It being clearly understood, that the right and interest of the said sister of the parties of the first part is not conveyed by the said White, trustee as aforesaid.

In testimony whereof said parties have hereto set their hands and seals, the day and year first above written.

his
ADRIEN X BARRIBEAU, [SEAL.]
mark.
PIERRE BARRIBEAU, [SEAL.]
By JOSEPH WHITE, *his attorney.*
JOSEPH WHITE. [SEAL.]

Signed, sealed, and delivered, after being read to the grantor Adrian.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this third day of September, in the year of our Lord eighteen hundred and thirty-three, before me, Wilson Primm, a justice of the peace within and for the county aforesaid, appeared Adrian Barribeau and Joseph White, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same, and severally acknowledged the same to be their act and deed for the purposes therein mentioned; the said Joseph White, also as attorney in fact for Pierre

Barribeau, acknowledged the same to be his act and deed for the purposes therein mentioned. Taken and certified the day and year aforesaid.

WILSON PRIMM,
Justice of the peace.

The words in this deed enclosed and underscored thus, __'' were interlined in the original.

Recorded this 3d September, 1833.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder for the county aforesaid, certify the foregoing to be a true and correct copy of an instrument in writing that was filed in my office, September 3, 1833, as fully as the same and the certificate of acknowledgment thereof remains of record in my said office, in book T, pages 70 and 71.

[SEAL.] Given under my hand and seal of office, at St. Louis, Missouri, this 27th day of October, A. D. 1848.

S. D. BARLOW, *Recorder.*

Third. The power of attorney from Pierre Barribeau to Joseph White, (exhibit C of the bill,) [is] in the words and figures following, to wit:

Power of attorney from P. Barribeau to J. White.

Know all men by these presents, that I, Pierre Barribeau, of the city of St. Louis, in the State of Missouri, now on the Platte river, having heretofore executed my power of attorney in favor of Stephen W. Foreman, of St. Louis, authorizing him for me and in my behalf to sell and convey my share and interest in the real estate whereof my late father, Pierre Barribeau, died seized and possessed, my undivided share, being a lot in the city of St. Louis, whereon my said father lived and died. And also my undivided share in a parcel of land of one arpent and a half in front, by forty in depth, lying in the prairie near the St. Charles road, and about three miles from St. Louis. Said power of attorney was obtained from me by fraud; that I do hereby revoke the same, and declare every act done by the said Foreman, under color and pretence of said power of attorney, to be null and void. And I do hereby constitute and appoint Joseph White (who was appointed trustee of my father during the minority of his children) to be my attorney in fact, and do authorize him to sell my said described property, and to convey the same, and to act for me as fully and absolutely as if I myself was present and acting; hereby binding myself, my heirs, executors, &c., to ratify and confirm all that he may do in the premises.

In witness of which I have hereunto set my hand and seal, the

second day of August, in the year of our Lord one thousand eight hundred and thirty-three.

his
PIERRE X BARRIBEAU. [SEAL.]
mark.

Signed, sealed, and delivered in presence of us as witnesses—

sa
LA ADRIEN X BARRIBEAU,
marque.
LOUIS DORRIN,
JH. E. ROBIDOUX,
JH. ROBIDOUX & SON.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this 12th day of August, in the year of our Lord one thousand eight hundred and thirty-three, before me, Peter Ferguson, a justice of the peace within and for the county aforesaid, personally came Adrian Barribeau, who is personally known to me to be the person whose name is signed to the foregoing instrument of writing as a subscribing witness thereto, and made oath that Pierre Barribeau, whose name is signed to the said instrument as grantor, is the real person who executed the same; that the said Pierre Barribeau signed, sealed, and delivered the same in his presence, and acknowledged the same to be his act and deed for the purposes therein mentioned; and that he, the said Adrian Barribeau, signed the said deed as a witness in the presence and at the request of the said Pierre Barribeau.

his
ADRIAN ⋈ BARRIBEAU.
mark.

Taken and certified the day and year aforesaid.

PETER FERGUSON,
Justice of the peace, county St. Louis.

Recorded this 12th August, 1833.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder for the county aforesaid, certify, that the foregoing is a true and correct copy of an instrument in writing that was filed in my office August 12th, 1833, as fully as the same and certificate of the proof thereof remains of record in my said office, in book T, pages 41 and 42.

Witness my hand and seal of office, at St. Louis, Mo., this 27th day of October, A. D. 1848.

[SEAL.]

S. D. BARLOW, *Recorder.*

Deed of Pierre Barribeau to J. B. Brant.

4th. The deed from Pierre Barribeau to Joshua B. Brant, (exhibit D, of bill,) in the words and figures following, to wit:

Know all men by these presents, that whereas I, Pierre Barribeau, of the city of St. Louis, and State of Missouri, did by deed bearing date the third day of September, in the year of our Lord one thousand eight hundred and thirty-three, for the considerations therein stated, sell and convey unto Joshua B. Brant, all my right, title, and interest in and to certain real estate in said deed mentioned; and whereas doubts have been entertained whether such deed of conveyance was good and sufficient to convey my interest in and to the real estate aforesaid. Now, know ye, that I, the said Pierre Barribeau, being of lawful age, for the consideration aforesaid, and also for and in consideration of the sum of five dollars to me in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Joshua B. Brant, all my right, title, claim, and interest in and to said real estate, it being the undivided two-thirds in and to a lot of ground situate in the city of St. Louis, containing one hundred and four feet on Church or Second street, running back westwardly one hundred and twenty-one feet, more or less, to the lot occupied by George F. Strother; bounded north by a cross street called Laurel street, east by Church or Second street, west by lot occupied by said Strother, and south by lot formerly belonging to Samuel Merry. To have and to hold the aforesaid lot of ground, together with the appurtenances thereunto in anywise belonging, unto him, the said Brant, his heirs and assigns forever.

As witness my hand and seal, at St. Louis aforesaid, this seventh day of August, in the year one thousand eight hundred and thirty-six.

[SEAL.]

his
PIERRE ⋊ BARRIBEAU.
mark.

Witness—JOHN B. SARPY,
JOHN HAVERTY.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this twenty-third day of August, in the year of our Lord eighteen hundred and thirty-six, before me, a justice of the peace within and for the county aforesaid, appeared Pierre Barribeau, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, as having executed the same as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

P. WALSH, *Justice.*

Filed for record 23d August, 1836, and recorded 14th September, 1836.

JNO. RULAND, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify the foregoing to be a full and complete copy of an instrument of writing, and also of the certificate of acknowledgment and of the date of recording thereof, as fully as the same remains recorded in my office, in book Y, pages 74 and 75.

Witness my hand and official seal, at St. Louis, the 4th day of November, A. D. 1848.

[SEAL.]

S. D. BARLOW, *Recorder.*

Deed—E. T. Perry to A. Loiselle.

5th. The deed from Euphrasie T. Perry to Amaranth Loiselle, (exhibit E, of bill,) in the words and figures following, to wit:

This indenture, made this twenty-sixth day of September, in the year eighteen hundred and thirty-one, by and between Euphrasie Terese Perry, an adopted daughter of Pierre Barrabo, deceased, of the city of St. Louis, of the one part, and Amaranth Loiselle, of Memphis, and State of Tennessee, of the other part, witnesseth: That the said Euphrasie T. Perry, for and in consideration of the sum of three hundred and fifty dollars, to her in hand paid, the receipt whereof is hereby acknowledged, before the signing of this deed, has granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Amaranth Loiselle, her heirs and assigns, a lot of ground situate in the city of St. Louis, and bounded on the east by Second or Church street, on the south by Dr. Samuel Merry, on the west by a lot of G. F. Strother, and on the north by part of the same square; fronting on said Second or Church street thirty-seven feet seven inches, and running back one hundred and twenty-three feet, and measuring on the western boundary line thirty-one feet *nin* [nine] and a half inches; said lot being in block number sixty-five, and is the same lot intended for said Euphrasie by Pierre Barribeau, and by him conveyed for her use, in trust, to Joseph White. To have and to hold the aforesaid described lot, with all the privileges and appurtenances thereunto belonging, unto her, the said Amaranth Loiselle, her heirs and assigns forever.

In witness whereof, the said Euphrasie T. Perry has hereunto set her hand and affixed her seal, the day and year first above written.

[SEAL.]

EUPHRASIE T. her ✕ mark. PERRY.

Signed, sealed, and delivered in the presence of—

STATE OF MISSOURI,
County of St. Louis, ss:

Personally appeared before the undersigned, a justice of the peace within and for the county of St. Louis, Euphrasie T. Perry, well known to me to be the same person whose name is subscribed to the above instrument, in writing, and acknowledged the same to be her act and deed, hand and seal, for the purposes therein contained.

Given under my hand and seal, this twenty-seventh day of September, A. D. 1831.

[SEAL.]

JOHN BENT,
Justice of the peace.

Recorded September 27, 1831.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify the foregoing to be a full and complete copy of an instrument of writing, and also of the certificate of acknowledgment, and of the date of recording thereof, as fully as the same remains recorded in my office, in book R, page 373 and 374.

Witness my hand and official seal, at St. Louis, the 4th day of November, A. D. 1848.

[L. S.]

S. D. BARLOW, *Recorder.*

Deposition of Joseph White.

6th. The deposition of Joseph White, in the words and figures following, to wit:

Circuit court of the United States, for the circuit and district of Missouri.

PIERRE BARRIBEAU and Euphrasie Terese Perry
vs.
JOSHUA B. BRANT.

Pierre Barribeau, of Memphis, in Shelby county, State of Tennessee, being sworn, says, that he is a plaintiff in the said entitled cause; that he is advised by his counsel, and verily believes, that the testimony of Joseph White, at present of Osage county, in the State of Missouri, is material and necessary for this deponent and his said co-plaintiff, in the prosecution of the aforesaid cause; that the said Joseph White lives near Westphalia, in the said county of Osage, and State of Missouri, more than one hundred miles from St. Louis, where the court at which this deponent expects the said cause will be tried is appointed by law to be held, and is so aged and infirm as to render it probable that he will not be able to attend as a witness at the trial of the said cause.

And the deponent further says, that, as he is informed and believes, Joshua B. Brant, the above named defendant, resides in St. Louis, in the State of Missouri, about one hundred and twenty miles distant from the residence of Camm Seay, in said county of Osage, near Linn, where the examination of said witness is expected to be taken; and that, as he is also informed and believes, Thomas T. Gantt, the attorney of the said Joshua B. Brant, resides in said city of St. Louis, at the said same distance aforesaid from the said place where the examination of the said witness is expected to be taken.

his
PIERRE × BARRIBEAU.
mark.

Sworn to and subscribed, before me, this 17th day of April, in the year 1849.

CAMM SEAY,
Presiding judge of the county court of Osage county, Mo.

Circuit court of the United States, for the circuit and district of the State of Missouri.

PIERRE BARRIBEAU and Euphrasie Terese Perry
vs.
JOSHUA B. BRANT.

Let Joseph White, the witness named in the within affidavit, be examined de bene esse before me accordingly, at my residence near Linn, in Osage county, Missouri, on the 17th day of April, in the year eighteen hundred and forty-nine, at eleven o'clock in the forenoon.

Given under my hand and seal, this 17th day of April, A. D. 1849.

CAMM SEAY, [L. S.]
Presiding judge of the county court of Osage county, Mo.

Be it remembered, that, on the seventeenth day of April, one thousand eight hundred and forty-nine, at my residence in Osage county, Missouri, Pierre Barribeau personally appeared before me, Camm Seay, presiding judge of the county court, in and for the county of Osage, and State of Missouri, and made oath that he, Pierre Barribeau, and one Euphrasie Terese Perry were complainants in a suit then depending in the circuit court of the United States, for the circuit and district of Missouri, wherein Joshua B. Brant was defendant; that the testimony of Joseph White, of the said county, and State of Missouri, was material and necessary for the said complainants in the prosecution of said suit; and that he, said Joseph White, lived at or near Westphalia, in said county, more than one hundred miles from St. Louis, where the court at which he, the said Pierre Barribeau, expected the said cause would be tried was appointed by law to be held, and that the said Joseph White was ancient; that Joshua B. Brant, the above named defendant, resided at St. Louis, about one hundred and twenty miles from the residence of me, the said Camm Seay, in said Osage county,

State of Missouri aforesaid, and that Thomas Gantt, his attorney, also resided in St. Louis aforesaid. And the said Pierre Barribeau requested me that the said Joseph White might be examined, according to the directions of the act of Congress in such case made and provided; whereupon I ordered that the said Joseph White should be examined de bene esse before me, at my residence near Linn, in Osage county aforesaid; and the said Pierre Barribeau, and the said witness, Joseph White, appearing before me, at my residence aforesaid, on this seventeenth day of April, one thousand eight hundred and forty-nine, I have therefore proceeded with the said examination.

And the said Joseph White being carefully examined, and cautioned, and duly sworn, to testify the whole truth, and nothing but the truth, saith and deposeth, as follows, to the hereinafter interrogatories to him propounded on behalf of said complainants:

1st. Are you acquainted with the parties to this suit; if yea, how long have you known them, and what relations, if any, have you at any time sustained towards them, or either of them?

Answer. I am, and have been so acquainted for twenty-three years and upwards. In the year 1829 the father of Pierre, plaintiff, conveyed to me a lot in St. Louis, in trust, for the said plaintiffs and one Adrian, who is since dead.

2d. What have been the pecuniary circumstances of complainants during this interval; what their condition, as to education or intelligence; where have they resided, and what their present circumstances and condition; what has been the condition and circumstances of the defendant; what his intelligence; where has he resided; and what his reputation as to his business habits and aptitude for dealing generally?

Answer. The complainants have been moneyless ever since the death of their father, in 1829, I think; so much so, that I had to advance money to pay taxes on said property; and neither of them can read or write; they have been, and are, weak minded; Adrian was so especially, and he especially was liable to be imposed upon by designing persons. Pierre has been living in the Indian country about twenty years past, and seldom absent from the Indian country; Euphrasie has lived in Memphis, Tennessee, for the same length of time; they both still remain poor. Brant, the defendant, for the whole of above period, has been in affluent circumstances, highly educated, and was always a shrewd speculator; he dealt largely in real estate, whenever he could obtain bargains; he has lived in St. Louis ever since I knew him.

[3d.] Please state whether, at any time, (and if so, when,) you made any conveyance of the property you have mentioned as having been conveyed to you in trust by Pierre Barribeau, sr.; if yea, to whom; for what consideration; where was the property located? Explain all the circumstances attending the same.

Answer. In the summer of 1833, Brant (the defendant) repeatedly importuned me to use my influence with Pierre and his brother Adrian to get their interest in the large lot in St. Louis, on the S. W. corner of 2d street and Washington avenue; I told him I did not feel author-

ized to interfere with Pierre's interest, he being not of age, and in the Indian country; and also that I had been informed by Adrian that Pierre had already executed a power of attorney to one Stephen W. Foreman, to control his interest in said lot, and that I did not consider I had any *wright* to do any thing with the property; that Adrian was then in St. Louis and could act for himself; Brant before this time, I believe, had been talking with Adrian about his interest in said lot; and he afterwards renewed negotiations with me, but I continued to make him the same reply as above; Adrian also came to me and urged me to consent to the sale of said property to Brant; and between them both and my own business, I was harrassed out of all patience; but I contended under existing circumstances I had no power to dispose of Pierre's interest; a short time afterwards Brant came to me and proposed that all difficulty might be got over by inducing Pierre to make to me a power of attorney, revoking any executed to Foreman; I inquired of him how that power of attorney could be obtained, as Pierre being then in the Indian country, would not return until the next spring, if then; to this Brant made no reply at that time; a short time after this Brant called on me and desired me to call at his house at an hour named by him to deliberate on this business; I accordingly went at the specified time; I there found Col. T. H. Benton, and this subject was at once broached; Col. Benton then inquired into the whole matter; I informed him of the situation of the property, and the report in circulation about Foreman's having a power of attorney; then one of them (I forget which) remarked that this power of attorney could be revoked by another one executed to me; Brant then said that here is Col. Benton, he can prepare a power of attorney, and that Adrian could take it up to where Pierre was, in the Indian country, and get it executed by him; Col. Benton accordingly drew up a power of attorney, and Adrian was started the next day on horseback to find Pierre; my patience had become exhausted by these continued efforts to obtain the property, and to get clear of further torment I gave in to the arrangement reluctantly; Adrian seemed determined to sell his interest with or without my consent; he seemed to be delighted with the idea of getting some cash means; he had been in my employ for several years then, as a servant in my hat shop; his wages were but light, and were soon spent in the habits to which he was addicted, viz., drinking and gambling; he was determined to have money to gratify those habits, and insisted on selling his property; Brant knew his habits; I told him of Adrian's dissipation, which was notorious; and that if he purchased Adrian's property the money would not last him a week; when Adrian started to find Pierre I did not believe that under the circumstances Pierre would sign the power of attorney; he was gone about three weeks and brought back with him, to my surprise, the power of attorney executed, which he immediately proved and put on record, as he was then directed to do by Brant; some days after this, perhaps a week or two, or more, Brant called to see me, saying it was now time to have the matter closed; a deed was accordingly drafted, and Brant requested me to bring Adrian

with me to his house that evening to execute the deed; believing from what I saw in the power of attorney brought back by Adrian that it was Pierre's wish to sell his property, I went with Adrian to Brant's house as requested; the consideration for this conveyance had been previously agreed on by Adrian and Brant; this was to be eight hundred dollars in money and a small lot near the city, about 20 feet front by 140 feet, deep or thereabouts, so Adrian informed me; the deed was signed accordingly by Adrian and myself individually, and as attorney for Pierre; Adrian then requested his money, and was told he could not get it, the bank was closed, that he could have it on Monday when the bank opened; I told Brant Pierre's part must remain in his, Brant's, hands until Pierre came for it; the consideration agreed to be paid by Brant for this property I believed to be very small and inadequate compared to its value, but I had been so much troubled and harrassed by them, and my hands *was* so full of my own business, that I was glad to get shut of it on the best terms I could; Adrian came to my shop on Monday following with his portion of the money obtained from Brant; this he spent in the course of three days afterwards; he soon became restless and anxious to get Pierre's part from Brant, and demanded it often from Brant, who came to me to know if he should let him have it; I told him not to let him have it; Adrian continued his entreaties and became violent; Brant again came to me about it, and I told him if he did let Adrian have any part of it, he must retain in his hands a certain sum to repay me one half of the money which I had spent in support of the family while the old man lived, Doctor's bills, taxes on the property, &c.; that Adrian had paid me his half of such expenses; after Brant had retained that sum (which could not exceed one hundred dollars) the balance Adrian got; though Brant may have my receipts for the whole of Pierre's part; it all went, however, as I have described; Pierre got none of it.

In what year did you become acquainted with the Barribeau family; what was then the ages of the children; who of them now survive; what were and are *their* character of their dispositions, habits, education, &c.; in what degree of proximity did defendant Brant live to the Barribeau family?

Answer. About the year 1825 or 1826; Euphrasie was then about 20; Adrian about 16 or 17; Pierre about 9 or 10 years old; all survive now except Adrian, who has been dead several years; they were each very ignorant, without any education, weak minded, very credulous and confiding; they could have been easily deceived and overreached by almost any one of more intelligence; Brant lived a neighbor to the Barribeau family and knew them all well; I would mention, in addition to what I have already said, that the consideration for the sale of the aforesaid property to Brant had all been previously arranged between Brant and Adrian, and when the power of attorney was brought back by Adrian, in executing the deed to Brant I was only carrying out the bargain thus agreed on by Adrian and Brant; and further this deponent saith not.

JOSEPH WHITE, Sr.

And I, the said Camm Seay, president judge of the county court of Osage county, State of Missouri, do further certify, that the preceding deposition was reduced to writing by me, and signed by the said Joseph White, and that I am not of counsel or attorney for, nor in any manner related to, any or either of the parties to the said suit; that I am not interested in the event thereof; that said deposition has not been out of my hands until first sealed up and delivered at the post office in the town of Linn, Osage county, Missouri.

Given under my hand and seal this 17th day of April, A. D. 1849.

CAMM SEAY, [SEAL.]
President judge of the county court of Osage county, Missouri.

STATE OF MISSOURI,
Osage county, ss:

I, Eli McJilton, clerk of the county court in and for the county aforesaid, do certify, that Camm Seay, whose signature is affixed to the foregoing certificate, is now, and was at the time of signing the same, president judge of the county court in and for the county aforesaid, duly commissioned and qualified; that his said signature is genuine, and that to all his said official acts as such full faith and credit are and ought to be given in judicature and thereout.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court at office, this 18th day of April, A. D. 1849.
[SEAL.]

E. McJILTON,
Clerk of the court aforesaid.

STATE OF MISSOURI,
Osage county, ss:

I, Camm Seay, president judge of the county court of Osage county aforesaid, do certify, that Eli McJilton, whose signature is affixed to the foregoing certificate, is now, and was at the time of signing the same, clerk of the county court of the county of Osage aforesaid, and that his attestation is in due form of law. Given under my hand and seal, this 18th day of April, A. D. 1849. CAMM SEAY, [SEAL.]
President judge of the county court of Osage county, Missouri.

Deposition of J. Robidoux.

7th. The deposition of Joseph Robidoux in the words following, to wit:

Circuit court of the United States, for the circuit and district of Missouri.

EUPHRASIE TERESE PERRY and PIERRE BARRIBEAU
vs.
JOSHUA B. BRANT.

DISTRICT OF MISSOURI, *sct:*

Piere Barribeau, of Memphis, in the county of Shelby, State of Tennessee, being sworn, says, that he is a complainant in the above entitled cause; that he is advised by his counsel, and verily believes, that the testimony of Joseph Robidoux, sr., at present of St. Joseph, in the county of Buchanan, and State of Missouri, merchant, is material and necessary for the said complainants in the prosecution of such cause, that the said Joseph Robidoux, sr., lives at St. Joseph aforesaid, more than three hundred miles from St. Louis, where the court at which this deponent expects the said cause will be tried is appointed by law to be held; and that the said Joseph Robidoux, sen'r, is so aged as to render it probable that he will not attend as a witness at the trial of such cause. And this deponent further says, that, as he is informed and believes, Joshua B. Brant, the above named defendant, resides at St. Louis aforesaid, in said State, about three hundred miles distant from St. Joseph aforesaid, the place where the examination of the said witness is expected to be taken; and that he is also informed, and believes, Thomas Gantt, the attorney of the said Brant, also resides in St. Louis, at the same said distance from St. Joseph aforesaid.

His
PIERRE ⋈ BARRIBEAU.
mark.

Subscribed and sworn to before me, this 25th day of April, A. D. 1849.

WILLIAM DUNNING,
President justice of Buchanan county court.

Circuit court of the United States, for the circuit, district, and State of Missouri.

EUPHRASIE TERESE PERRY and Pierre Barribeau
vs.
JOSHUA B. BRANT.

Let Joseph Robidoux, sr., the witness named in the within affidavit, be examined de bene esse before me, accordingly, at his business house in St. Joseph, Buchanan county, Missouri, on the 25th day of April, A. D. 1849, at two o'clock in the afternoon.

Given under my hand and seal this 25th day of April, A. D. 1849.

WILLIAM DUNNING, [SEAL.]
President judge of the county court of Buchanan county, Missouri.

Be it remembered, that on this twenty-fifth day of April, in the year of our Lord eighteen hundred and forty-nine, at the town of St. Joseph, Buchanan county, Missouri, Pierre Barribeau personally appeared before me, William Dunning, presiding judge of the county court of said county and State, and made oath that he, the said Pierre Barribeau, was a plaintiff or a complainant, together with one Euphra-

sie Terese Perry, in a suit then depending in the circuit court of the United States, for the circuit and district of Missouri, wherein Joshua B. Brant was defendant; that the testimony of Joseph Robidoux, sr., of St. Joseph, in the county of Buchanan, and State of Missouri, merchant, was material and necessary for them, the said complainants, in the prosecution of such suit; and that he, the said Joseph Robidoux, sr., lived at St. Joseph aforesaid, more than three hundred miles from St. Louis, in the State aforesaid, where the court at which he, the said complainant, expected the said cause would be tried was appointed by law to be held; and that he, the said Joseph Robidoux, sr., was so aged as to render it probable that he will not be able to attend as a witness at the trial of such cause; that Joshua B. Brant, the above named defendant, resided at St. Louis, in said State, about three hundred miles from St. Joseph aforesaid. And that Thomas Gantt, his attorney, resided in St. Louis aforesaid, the same said distance from St. Joseph aforesaid. And the said Pierre Barribeau requested me that the said Joseph Robidoux, sr., might be examined according to the directions of the act of Congress in such case made and provided. Whereupon I ordered that the said Joseph Robidoux, sr., should be examined de bene esse before me, at his business house in St. Joseph, Missouri, aforesaid, on the 25th day of April, A. D. 1849. And now, on this the said 25th day of April, A. D. 1849, the said Pierre Barribeau, and the said Joseph Robidoux, sr., the witness aforesaid, appearing before me, at his business house in St. Joseph aforesaid, I have therefore proceeded with the said examination. And the said Joseph Robidoux; sr., being carefully examined, and cautioned, and duly sworn to testify the whole truth, and nothing but the truth, deposeth and saith as follows, to the hereafter interrogatories propounded in behalf of complainants:

Are you acquainted with the said parties to the said suit; if yea, for what period?

Answer. I am acquainted with the parties to this suit; I always lived in St. Louis prior to the year 1831, when I engaged with the American Fur Company in trading in the western Missouri, and elsewhere; I have been back almost every year since. I brought Pierre with me in the spring of 1833 up to Black Snake Hills, now St. Joseph, Missouri; he was then a mere boy of sixteen.

What has been, and is now, the condition of said Pierre Barribeau as to pecuniary means, education, intelligence, &c.? What the same of said Brant?

Answer. Pierre then had nothing, and has never since been better off; he has always worked for his living in the Indian country; he had no education; he could not read or write, and was very weak minded. Major Brant, defendant, was very learned and smart; he still lives in St. Louis, and has always been speculating in real estate there.

Have you known (if yea, when) one Adrian Barribeau, the brother of said Pierre; what was his condition as to education and intelligence, and as to pecuniary means; where did he live; did he ever visit his

brother Pierre while the latter was in your employment? If yea, when, where; what was his declared object; what representations did he make Pierre in regard thereto; at whose instance did he come; state what transpired during, and the result of this visit; was Pierre then on the Platte river?

Answer. I knew Adrian, the brother of Pierre, [the] plaintiff; he was ignorant, and very weak minded; he always lived in St. Louis. About the first day of August, in the year 1833, he, Adrian, came to see Pierre, who was then in my employ for the American Fur Company; he said he wanted Pierre to return with him to St. Louis; that Pierre's property was in great danger there; that some man, Foreman, was going to sell it. This he told Pierre several times in my presence, and appeared to be in a great hurry. Pierre asked me to let him go to St. Louis; I refused, because I could not spare him. Adrian then produced an instrument of writing, which, he said, he brought with him from St. Louis; he told Pierre that if he signed that paper he need not go to St. Louis; that he, Pierre, would thereby stop Foreman from selling his, Pierre's, property; this was the only explanation Pierre received about the contents of said paper, and he at once made his mark thereto, for he could not read or write. Adrian asked me and others to sign the same as witnesses; I paid no attention to the paper, any more than to see Pierre sign it, and then Adrian and Louis Damon and my son and I signed the same as witnesses, and Adrian at once started home. Pierre was then living on Black Snake Hills; he never lived on Platte river. And further this deponent saith not.

JH. ROBIDOUX, SR.

And I, the said William Dunning, presiding judge of the county court aforesaid, do further certify, that the preceding deposition was reduced to writing by me, and was signed by the said Joseph Robidoux, sr., in my presence; and that I am not of counsel or attorney for, nor in any manner related to, any or either of the parties to the said suit, nor am I interested in the result thereof; and that the said depositions has not been out of my hands until first sealed up and delivered by me to the post office in St. Joseph, Missouri, directed to the clerk of the United States court, St. Louis, Missouri.

Given under my hand and seal this 25th day of April, A. D. 1849.

WILLIAM DUNNING, [SEAL.]
Presiding judge of the said county court.

STATE OF MISSOURI,
County of Buchanan, ss:

I, William Fowler, clerk of the county court in and for the county and State aforesaid, do hereby certify, that William Dunning, by whom the preceding deposition was taken, and whose signature is affixed to the foregoing certificate, is now, and was then, presiding judge of the county court aforesaid, duly commissioned and qualified; that his sig-

nature aforesaid is genuine; and that to all his acts as such full faith and credit are and ought to be given in judicature and thereout.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at office, this 25th day of April, A. D. [SEAL.] 1849.

WILLIAM FOWLER, *Clerk.*

STATE OF MISSOURI, *county of Buchanan, ss:*

I, William Dunning, presiding judge of the county court in and for the county aforesaid, State aforesaid, do certify, that William Fowler, whose signature is affixed to the last preceding certificate, is now, and was then, clerk of the county court aforesaid, in and for said county and State; that his signature affixed thereto is genuine; and that his attestation aforesaid is in due form of law.

In testimony whereof I have hereunto set my hand and seal, this 25th day of April, A. D. 1849.

WILLIAM DUNNING, [SEAL.]
Judge of the said county court.

Deposition [of] N. Robird.

8th. The deposition of Newman Robird, taken before David Chambers, presiding justice of the St. Louis county court, on the 18th February, 1850, and by consent read in evidence as follows, to wit:

Interrogatory 1st by plaintiff. Are you acquainted with the parties to this suit; if so, for how long a time?

Answer. I do not know Col. Brant personally; have known him eighteen years; eighteen, perhaps more; do not know the other parties; have never seen them to my knowledge.

2d question. Did you purchase, in the year 1837, or thereabouts, a lot on Eighth street, said to belong to Pierre Barribeau?

Answer. I did purchase such a lot about that time; cannot be particular as to the time; there was a house on the lot.

3d question. With whom did you negotiate the trade?

Answer. With John W. Paulding.

4th question. Was Pierre Barribeau present during the trade?

Answer. He was not; I never saw him.

5th. Do you recollect the terms of the trade; how much cash and how much credit?

Answer. I do not; I think I paid $1,400 for the property.

6th. Do you recollect giving your notes for any portion of the property?

Answer. I think I gave one note; don't recollect any other; but I cannot dispute the record at such a distance of time; it runs in my mind that I only gave one note.

7th. Was the cash payment made to Paulding?

Answer. It was.

8th. To whom did you pay the money on the note when it became due?

Answer. To no one but John W. Paulding; he received the whole of the fourteen hundred dollars.

9th. Did he give receipts in his own name or in the name of Barribeau?

Answer. He gave me receipts the same as the notes were drawn, he acting as the agent of Pierre Barribeau; I don't think any receipt was given, but the note or notes were surrendered when paid; I don't think any receipt was given when the cash payment was made, though I should suppose it probable.

10th. Did Paulding at any time exhibit his authority for acting for Barribeau?

Answer. He never exhibited any written authority, but represented that he was the lawful and legal agent of Pierre Barribeau to dispose of that piece of property; at that time Mr. Paulding was a man of responsibility here; his word was considered good among his acquaintances; I never requested him to show me any written authority.

The defendant declines asking any questions on cross examination. Further deponent saith not.

NEWMAN ROBIRD.

Question asked (by consent) by defendant. Where is the deed which you got for this lot, in 1837, from Pierre Barribeau?

Answer. I exchanged the property with David R. Green, in 1839, or thereabouts, and gave the deed to him then; have not seen it since, but think I was told by Samuel Gaty that all the deeds were in Mr. Spalding's hands, (the lawyer's.) And further deponent saith not.

N. ROBIRD.

Deposition—T. L. Disharoon.

9th. The deposition of Thomas L. Disharoon, in the words following, to wit:

BARRIBEAU et al.
vs.
BRANT.

Bill in chancery. Circuit court of United States.

Thomas L. Disharoon, duly sworn, on his oath says: That he is a citizen of Saint Louis, and came to reside in St. Louis in 1835, and was residing in Saint Louis in [the] spring of the year 1837; have been acquainted with Pierre and Adrian Barribeau and Col. Brant, but Euphrasie, the woman, did not know; Pierre was in St. Louis in the spring of the year 1837; that was the first year of my acquaintance with him; he remained in St. Louis perhaps some three months or more, and said he was going from here down to Memphis to see a sister; at that time I was engaged in the hatting business, on Main street; I was

engaged in said business with John W. Paulding; I knew Adrian; he was at work for us in the shop, pulling and cutting and coloring, which is the most menial employment in that business; Adrian is dead, I have no doubt; I saw Pierre in our shop in the year 1837, to the best of my knowledge, but cannot say positively as to the year; Adrian was very dissipated; whenever he got a dollar he went off gambling with it, and he earned very little; Adrian was in the shop when I first went there, and he remained in the shop in same capacity until I left, which was about a year before his death; never saw Adrian with more than two or three dollars at one time the whole time I was in the shop; I really don't know what compensation Adrian received; he colored by the weight, pulled and cut by the skin, and could not have earned more than two or three dollars per week, independent of his boarding with Paulding, and was a lazy, indolent fellow; I don't know that Adrian had any education at all; never saw him read or write, or attempt it; may have been able to do both, but I never knew anything of it if it was so; I don't think he had very good hard sense; I don't think he was endowed by his Creator with much sense; I heard Peter talking about the sale of a lot to Newman Robird, and Paulding was his agent; Paulding was Peter's agent, and I saw Robird make several payments to Paulding; and Peter would come in and ask Paulding for money; and I saw some small amounts paid by him by Paulding, but whether he paid the boy all or not I do not know; I don't recollect that I ever saw Pierre and Newman Robird together; I don't know that it was on account of the lot that the money was; I believe it was; I knew that Paulding was the agent of Pierre in the sale of that lot; they, Paulding and Pierre, both told me so, and I knew of no other occasion for Pierre's asking Paulding for money. When Pierre asked for money, he did not ask for it on account of the lot; that is, he didn't ask for it directly in that way; I believe that Paulding had a power of attorney in writing from Pierre; yes, he had, a general power of attorney, because Mr. Sarpy owed him money from the Fur company. During the time Adrian was in the shop, sometimes he would not work more than one day out of the week, and then he would not earn so much as stated above; he would have to work all the week to earn three dollars; he was generally drunk, may be he *drawed* some sober breath; he was always drunk when he could get liquor to be drunk on; I went into the hatting business in St. Louis, with Paulding, May 27, 1835; arrived in St. Louis, May 25, 1835. And further this deponent saith not.

THOS. L. DISHAROON.

The above was taken by consent, and shall be read without exception. April 11, 1850.

DELAFIELD, GARLAND,
POLK, and GLOVER,
For plaintiffs.
HAIGHT & GANTT,
For defendant.

Test'y.—S. Van Goit.

Tenth. The testimony of sundry witnesses produced and sworn in court as follows, to wit: Seraphine Van Goit, produced and sworn.

Question. At what time did you come to America?

Answer. I came to America in 1718.

Question. From whence did you come?

Answer. I came from Belgium, in Flanders.

Question. At what time of the year?

Answer. I started on the 12th day of May, 1817.

Question. Previously you said "1718," is that correct?

Answer. No, I meant 1817.

Question. From what place did you start at that time?

Answer. From Paris.

Question. At what time did you arrive in America?

Answer. In the same summer; the latter part of the summer I arrived at Baltimore.

Question. State, then, where you lived for some time after, and until you became acquainted with the family of Pierre Barribeau?

Answer. After I left Baltimore, I lived at Bardstown, Kentucky, at the college, about six months.

Question. Where, then, did you go?

Answer. I went to a place about sixty miles below St. Genevieve, called Bois Brulé.

Question. How long were you there?

Answer. I suppose something like three months.

Question. Where did you then go from Bois Brulé?

Answer. I came here to St. Louis.

Question. State if ever you became acquainted with the family of Pierre Barribeau, and if so, how?

Answer. When I first came to St. Louis, I lived in the house of Bishop De Berry; there was another man who staid in the house with me, a mulatto man, that belonged to Bishop De Berry; he used to sing in the church, and in the evening I would go with him to see the Barribeau family; that is the way I became acquainted.

Question. Did you or not ever become acquainted with Pierre Barribeau, the plaintiff in this case?

Answer. There were several children in the Barribeau family; Pierre was the youngest; I knew them all; there were seven or eight children.

Question. How old was Pierre, the plaintiff, when you first saw him?

Answer. He was a small boy, I cannot tell exactly his age; he was sitting in his mother's lap, and just beginning to walk.

Question. Was he a year, two, three, four, five, or ten years old?

Answer. I suppose he was a year old, and some thing more; but I don't know or believe that he was two years old.

Question. Are you certain about the date you left Paris to come to this country.

Answer. Yes, I am certain; I have my papers here, obtained at the time of my leaving, and which bear date May 12, 1817; (his passport was produced and examined by the court; it bore date May 12, 1817;) I am certain I left Paris on the 12th of May, 1817; first arrived at Baltimore, where I remained six weeks; and then came on in stages, some thirteen of us, to Pittsburg; from Pittsburg I went to Bardstown, Kentucky, and stayed there about six months; then I went to Bois Brulé, and stayed there three months; and then, in the same summer, I came here to St. Louis.

Question. What was the name of the mulatto man you spoke about?

Answer. Augustine; he married one of the daughters of Barribeau.

Question. You became very intimate with the family of Barribeau?

Answer. Yes, sir; I used to go there very frequently of evenings, and eat some barley cakes, pan cakes, and molasses with them.

Question. How long were you in St. Louis before you were introduced into the family of Barribeau?

Answer. About a month or so; it was the same summer that I came from the Barrens, (Bois Brulé,) that I went there of evenings.

Question. When did you see Pierre, the plaintiff?

Answer. At that time he was a small boy, and just commencing to walk; I often took him in my lap and played with him, as well as other girls and children.

Question. Did you know his mother?

Answer. Yes, I believe so.

Question. What was her name?

Answer. Victor.

Question. What was her complexion?

Answer. She looked like she was an Indian; was a big set woman, and dark complected.

Question. What kind of hair did she have; was it frizzled, or long straight hair?

Answer. It was black, straight hair, very black; I remember that well.

Cross examination.

Question. In what year did you come to St. Louis.

Answer. The year after I started from Paris.

Question. In what year was it?

Answer. In 1818, I suppose.

Question. In what season of the year?

Answer. I can't tell; it was before winter when I came to St. Louis; and it was in the summer when I went to the Barrens.

Question. How many children had Pierre Barribeau?

Answer. I think there *was* three girls, or four, I cannot tell, and two boys; there was one girl there who did not belong to the family; there were two boys besides Pierre.

Question. What were the boys' names?

Answer. Sephrain, Adrian, and Pierre. I knew the children very

well, but it [is] so long ago that I don't remember much about it. I don't recollect things very well.

Question. Do you recollect the age of Adrian?

Answer. I knew [him when] he was a boy, beginning to grow up, or I suppose so; I don't recollect how old he was. I don't remember about Adrian well; my memory is bad, and I can't remember going back so many years to find out every thing.

Question. How old was Sephrain?

Answer. He was 13 or 14 years old, I suppose. I don't know exactly how old he was.

Question. Do you remember the name or age of the girls?

Answer. Yes; there was Amaranth, Euphrasie, and the other one, I don't remember her name.

Question. Was Euphrasie an adopted daughter of Pierre Barribeau?

Answer. I can't tell which one was the adopted daughter.

Question. Was the adopted daughter grown up at that time?

Answer. Yes, sir; she was about, or looked to be about, thirteen or fourteen years old.

Question. Was Pierre, the plaintiff, running about at that time?

Answer. He was a small *little* boy, and just commenced to run about. I believe so, as well as I remember.

Question. Was he a talkative child?

Answer. No, sir; he did not talk; he could say a few little words; call upon him, and he would come to you; I did not hear him talk.

Question. Does your recollection enable you to say whether the child Pierre was then three or four years old at that time?

Answer. No, sir; I cannot tell; I suppose he was a year and a half old, or something like that.

Question. Does your recollection enable you to say that he was two, three, or four years old?

Answer. He was not that old, and could not have been older than a year and six or seven months.

Question. Then I understood you to say that this child could not have been more than eighteen or nineteen months old?

Answer. Yes, sir; something like that.

Question. You stated that your memory was bad?

Answer. Yes, my memory is pretty bad; I have to reflect upon things.

Question. Is there any reason why your recollection is better in regard to the age of this child (Pierre) than of any of the others?

Answer. Only that this was the youngest child, and [I] noticed him more. The others were running about the house, and I did not notice them so much.

Question. You stated the age of the adopted child, and said she was 13 or 14 years old?

Answer. I suppose she was about that age.

Question. Is your recollection as good about that as it is about Pierre?

Answer. I don't know that she was an adopted child; I supposed she was.

Question. I understood you to say that the adopted daughter was 13 or 14 years old?

Answer. Yes.

Question. Do you recollect that as distinctly as you do the age of Pierre?

Answer. Yes, but I did not know she was an adopted daughter.

Question. Well, then, you say you did not know which was the adopted daughter?

Answer. I did not know one from the other, but knew there was an adopted daughter.

Question. If you did not know one from the other, how can you tell the age of the adopted daughter?

Answer. I did not know she was an adopted daughter, but heard them say she was; there was a child lived with them, and that is the one I refer to as being 13 or 14 years old.

Question. Have you had any conversation lately with any person on the subject of the age of Pierre?

Answer. No, sir; not that I remember.

Question. You are certain?

Answer. I don't remember that I had.

Question. If you had such conversation, would you remember it?

Answer. I don't remember anything about it.

Question. Not at any time within the last year?

Answer. No.

Question. Nor within the last two years?

Answer. No; I don't remember.

Question. You have been examined before on this subject, have you?

Answer. Yes; and asked some of these same questions.

Question. Do you recollect in that examination what year you stated that you came to St. Louis?

Answer. I stated the same year then, in 1817.

Question. When examined before Judge Chambers did you not state that you left Paris in 1817 and came direct to St. Louis?

Answer. I don't know whether I did or not. My memory is very bad; I have got the rheumatism on the brain, and have been afflicted so for sixteen years; sometimes it is very bad, and the misery great; it has affected my memory some little.

Question. State the size of Pierre about the time you saw him.

Answer. He was about this high. (Witness placed his hand to the height.)

Question. How high is that; is it three feet?

Answer. I don't know, I suppose so.

Question. Did you state, in the examination before referred to, that you used to know Euphrasie Terese Perry?

Answer. If I did, I don't remember.

Question. Do you know such a person as Euphrasie Terese Perry?

Answer. I used to know them all by looks. I don't remember to know her particularly from the other children.

Question. Did you know her?

Answer. I did not know her, but have seen her, and she told me that was her name.

Question. Who is Euphrasie Terese Perry?

Answer. I don't know; I used to know them all when I saw them, but it has been so many years ago that it has escaped my memory.

Question. Do you know that Euphrasie Terese Perry belonged at all to this family of Barribeau?

Answer. So I always understood. I heard the people say so.

Question. Where is Euphrasie Terese Perry?

Answer. Indeed I don't know; I don't know what has become of her.

Question. Then you don't know that she was the girl you saw at Barribeau's?

Answer. The people told me so.

Question. Who told you so?

Answer. I don't know who told me.

Question. Were the Barribeaus a Catholic family?

Answer. Yes, sir.

Question. Were their children baptized?

Answer. I believe they were all baptized.

Question. Were they baptized by a Catholic priest?

Answer. Yes, sir; there was only one priest here at that time.

Question. What was his name?

Answer. Mr. Sanbur, a Canadian, and after him a Mr. Saunier came; when I came to St. Louis Mr. Saunier preached here.

Question. Do you recollect how long afterwards he preached?

Answer. After Sanbur came Bishop De Berry, and then Saunier.

Question. When did the bishop go away?

Answer. I cannot tell.

Question. How many years after you went to live with him?

Answer. I cannot tell.

Question. Where is the bishop?

Answer. He is dead; he died some years ago.

Question. Sanbur had left before you came; had he?

Answer. Sanbur was here when the bishop came, but the bishop sent him to *Cahakie*; Saunier is dead; he went to New Orleans and there he died.

Re-examination.

Question. In speaking of Euphrasie Terrese *Pere*, was she not recognised as one of the family of Pierre Barribeau?

Answer. Yes; she lived in the family and was treated like the other children; it is so far from my recollection that I would not know one from the other.

Question. You spoke about baptizing; did you ever see these children baptized?

Answer. No, not one; I only heard it from other persons; never saw it.

Examination by the court.

Question. How many children did old Mr. Barribeau have at the time you were at his house.

Answer. There were four or five; saw the children, but never asked their names.

Question. Does the four or five you allude to include the adopted daughter, or is it without the adopted daughter?

Answer. I think there *was* four without her.

Question. Would she make the fifth?

Answer. I suppose; I don't remember every one.

Question. What was the name of the oldest one of these children?

Answer. Amaranth; I remember her very well.

Question. How old was she?

Answer. I suppose about 19 or 20 years; she was a grown woman.

Question. What was the name of the next child?

Answer. I don't know which was the next.

Question. Was it a girl or a boy?

Answer. I believe it was a girl; I used to know, but have forgotten. the only particular ones I remember is Amaranth and Pierre.

Question. Do you know the age of the second child, which you say you believe was a girl?

Answer. I don't know exactly which was the second child.

Question. Do you know the name or age of the third?

Answer. I don't know the age of any of them; don't know the age of the third; the adopted daughter was a slant looking girl.

Question. Was the third child a girl or a boy?

Answer. I cannot tell.

Question. Do you know whether Adrian was the third or fourth child?

Answer. Can't tell; I have seen the boys; remember their looks, and that is all I know.

Question. What was the probable age of Adrian at that time?

Answer. Probably 13 or 14 years of age; I don't know, but suppose so.

Question. Where did Bishop De Berry live at that time?

Answer. He lived where the old Catholic church was, in the house sometimes called the priest's old house.

Question. And where did the Barribeaus live?

Answer. They lived on the corner of Washington avenue and Second street.

Question by plaintiffs' counsel.

Question. What was the name of Barribeau's wife at that time?

Answer. I never asked her name.

Question. Had she been married before she was married to Barribeau?

Answer. Yes; and the children referred to, I believe, were of different parents.

Questions by defendant's counsel.

Question. You say you know nothing of the children being baptized?

Answer. I never saw them baptized, but have been told they were.

Question. Did you ever hear their mother or father say they had been baptized?

Answer. No; other people said so.

The examination of Seraphine Van Geit was here closed, and his testimony, as recorded above, read to him by the reporter. The court then asked:

Question. Do you wish any part of that testimony corrected? And if so, say in what particular.

Answer. No, sir; I want to make no correction, it is right.

Testimony—Rev. Saulnier.

Rev. Father Saulnier, sworn.

Question. Will you please state to the court whether or not you are the guardian, or one of the guardians of the records of the Catholic church?

Answer. I am at this time.

Question. Will you please to state whether or not you have made any examination of the baptismal record as to the baptism of Pierre Barribeau, the plaintiff in this case?

Answer. Yes; I made such an examination.

Question. Is there upon record any memorandum or certificate going to show when Pierre Barribeau, the plaintiff, was baptized?

Answer. No, sir; I found the name of "Pierre" upon the record, but without the name of Barribeau.

Question. Is there anything to indicate him to be the same person?

Answer. I cannot ascertain that those "Pierre," on record, to which I refer, are registered as born of unknown parents.

Question. Have you found any record of the baptism of Pierre Barribeau?

Answer. No; and when I found the name of Pierre, (and there are many of that description,) it is registered "Pierre, born of unknown parents;" there are many such; you may know which is the proper one for Pierre Barribeau by knowing the name of his godfather and godmother, because at that time his father and mother were not married.

Question. Have you examined to ascertain whether the certificate of baptism of Pierre Barribeau was to be found under any other name, either the godfather or godmother?

Answer. No, sir.

Question. Have you made any examination in the name of Monsieur or Madame Raucompt?

Answer. No, sir.

Question. Do you recollect of my (Mr. Delafield, one of the plaintiff's counsel,) calling upon you to make an ascertainment of these records?

Answer. I have seen you once or twice, I think.

Question. Did I not request of you the favor to examine these names?

Answer. I think you did; I did not examine your face then as well as I do now, but by your voice I think you are the person that asked me to make the examination. If you wish to know the age of Pierre Barribeau, it is very easy to find out in this way: they say there were three sons, Adrien, Joseph, and Pierre; you can know the age of Pierre by looking to Joseph Barribeau.

Question. Did you or not assist me to examine that very question as to the baptism, whether it was under the name of Raucompt or Barribeau?

Answer. I found no Barribeau, no Raucompt on the record; you spoke of these names because it is said they were god-father and mother to Pierre.

Question. I was going to ask you whether Monsieur and Madame Raucompte were not sponsors?

Answer. I don't know; all those found on the record by the name 'Pierre,' have their god-father and mother, but no such name as Raucompt appears.

Question. Is there any such name as Barribeau?

Answer. No, sir.

Cross examination.

Question. Is there any reason why the name of Barribeau would not be put down on the record?

Answer. All those who were not married and had children, and brought them to the church to be baptized, we would register in this manner: "son (or daughter) of unknown parents."

Question. In regard to Barribeau and the woman with whom he lived, were they or not married; and if so, when?

Answer. I think they were married on the 27th of the month, when the mother, Victor *Lorisell*, was very sick. I was called in and married them. She died about one month after. They were married at the end of December, in the year 1827, or January, 1828, I think, they were married, Pierre Barribeau to Victor Laiselle, and Victor died about a month after, in January. It may have been on the last of '27 or first of '28, I cannot recollect, but think it was in '27 that I married them; it was in December or January, year I don't remember.

Question. Was this woman Victor the same that had been living with Barribeau for years, and the mother of these reputed children?

Answer. Yes, she was their reputed mother.

Question. Have you examined the baptismal entries, with reference to the name of Pierre, from 1811 to 1815 or 1816? (Three memorandums shown witness.)

Answer. For the number of Pierre I cannot tell you; there are three here, (referring to the memorandums,) and there may be more in that period.

Question. Did you know the family of Barribeau?

Answer. Yes, sir.

Question. Do you recollect how many sons there were?

Answer. No, sir.

Question. Did you know Joseph Barribeau?

Answer. I saw him when he was sick, and buried [him] when he died.

Question. Did you know Pierre?

Answer. No, sir.

Question. You did not know Pierre?

Answer. I have seen the children, as I have seen others in the town.

Question. Are you enabled to say, from having seen the children, whether there were any, and if any, how many were younger than Joseph?

Answer. No, sir; I think I have been at their home two or three times in my ministry, and have seen children; don't know whether they were their children or not. The dates on these memorandums show that I have been called two or three times to that house.

Question. Are you enabled to state how many entries of "Pierre" in all, there are upon the record?

Answer. I cannot tell you; there may be two or three, more or less; I cannot tell you; I have not counted them.

Questions by plaintiffs' counsel.

Question. Are there not many persons in the church who do not comply with the requisitions of having their childen carried to the church to be baptized?

Answer. Yes, some don't do it; and some go into other parishes, in Floursant or Cahakie, and their parents there take god father and mother; they may be there recorded; it is always the case when baptized in church that it is recorded.

Question. Are there not at all times persons who neglect the duty of bringing their children to baptism?

Answer. Very few.

Question. Has it not always been the case that there were some few?

Answer. Yes, some, but very few; sometimes ministers are called

into the family to administer baptism, and in such cases sometimes the parents may have neglected to have them brought to the church to record.

Question. How is that the case at the cathedral?

Answer. Very few neglect it; very few.

Question. What is the case in lay baptism?

Answer. They bring them to the church, and are there recorded.

Question. Is it never done in case of lay baptism?

Answer. No; after the private baptism parents always carry their children to church; the church allows any [one] to baptize a child on the point of death; in all other cases it is the duty of parents to bring their children to the church, and then a record is made; in lay baptism, any one can baptize and no record be made; when children are carried to the church, however, a record is made.

Question. You spoke of Joseph, do you know whether there was any person called Cephraina, or is Joseph and Cyphoma Joseph, the same person.

Answer. I never found the name of Cyphoney; and hear it now for the first time.

Question. What was his, Joseph's, name?

Answer. In my sepulchral register I found two names of Barribeau; Joseph Parrin, alias Barribeau, and then Pierre Barribeau, the old man.

Question. Do you know whether Joseph was the son of Pierre?

Answer. I cannot say.

Question. Have you any knowledge about that except what you get from the record?

Answer. I have not.

Question. You don't know except from the record who he was?

Answer. No, sir; at the time I buried Joseph Parrin, alias Barribeau, I asked his name and age, and put these two things on the register at the time as I got them.

Question. I think you stated, in answer to a question, that when you were at the house of Pierre Barribeau you saw children younger than Joseph.

Answer. I cannot state that; I paid no attention, except to go into the room where the sick were. I saw children there, but paid no attention to whether they were younger than Joseph or not.

Question. Was Joseph grown or a child?

Answer. I paid no attention; when at the house I saw children, and was told they were the children of Barribeau.

Question. Were they living in the family of Barribeau at the time?

Answer. Cannot tell whether they were or not; they were there; six or twelve persons, children and others, were there; but I cannot say which belonged to the family.

Question by defendant's counsel.

Question. Was Joseph, to whom you administered the sacrament, living with Barribeau?

Answer. I think so; he died at Barribeau's house.

Testimony—Madame Hebert Lecompte.

Madame Hebert Lacompte, sworn.

Question. Can you speak the English language sufficiently plain to be understood by the judge?

Answer. No; I don't speak American well.

At the suggestion of counsel an interpreter was ordered; Mr. Casamay was selected as interpreter, and sworn accordingly.

Question. Are you acquainted with the parties to this suit, Pierre Barribeau, Euphrasie Terese *Parrin*, and Joshua B. Brant, or either of them; and if either of them, which?

Answer. I know all the children of Mr. Pierre Barribeau.

Question. Do you know Pierre Barribeau, the plaintiff in this case?

Answer. Yes.

Question. Do you know the father and the son?

Answer. Yes; I know the father and the son both.

Question. What is the age of Pierre Barribeau, the plaintiff in this case?

Answer. He is 32 or 33 years of age.

Question. State how you know this fact; any circumstance within your recollection which tends to fix in your memory the certainty of his age.

Answer. I had a daughter; I can tell the age of Barribeau from the fact that I had a child about a year, or little over a year, after the birth of Mr. Barribeau.

Question. What Barribeau do you speak of?

Answer. Pierre, son of Pierre Barribeau.

Question. How old do you say your daughter is now?

Answer. She is 31 years of age complete, and two months over.

Question. In what year was your daughter born?

Answer. I can only remember the month, and not the year. She was borned on the 20th February, and was baptized on the 22d March following; I have no education, and cannot tell the year.

Question. Have you the baptismal record of your daughter, or any other paper whereby you can ascertain the date of her birth?

Answer. I can only give what the priest has on record; and I have no other evidence of the birth of my daughter, except the record made by the priest.

[The certificate of baptism was produced, and offered in evidence by the plaintiffs' counsel. Objection was made, upon the ground that the certificate was not authenticated, and the objection was sustained by the court.]

Question. What is the name of your daughter that is only a year younger than Pierre Barribeau?

Answer. Pierre Barribeau had two or three children.

Question (repeated.) What is the name of your daughter that is only a year younger than Pierre?

Answer. Pierre was the last child.

Question. What is the name of your daughter that is only a year younger than Pierre Barribeau?

(Interpreter. She says she did not understand before what I told [her,] that of course she knows her daughter's name.)

Answer. That daughter was named Catharine Lecompte.

Question. What were your terms of intimacy with the Barribeau family?

Answer. I was not intimate with them at all; I got acquainted with them from the fact that the old mulatto woman was a washerwoman, and used to take my clothes to wash when I went to the Grand prairie. I was not familiarly acquainted with them.

[Question.] State what acquaintance you had with the family.

Answer. I knew them from having seen them myself, and from having stopped at their house as I passed; and moreover, the old man, Barribeau, used to stop at our house as he passed along; and he being a Frenchman, and my old man a Canadian, they used to talk together. The old woman used to take my clothes, but I never went to their house.

Question. Did you know Pierre, the son, at the time your daughter was born, or a short time afterwards?

Answer. Yes.

Question. How old was Pierre Barribeau, the son, at the time your daughter was born?

Answer. Pierre might have *had* one year and a half.

Question. Where did you first become acquainted with Pierre, the child?

Answer. At the house of Mr. Barribeau.

Question. How many times were you ever in that house?

Answer. I never marked it down, and can't tell; I may have been there two or three times as I was passing by.

Question. How old was Pierre, the son, when first you saw him?

Answer. About a year and a half.

Cross examination.

Question. Do you know when Pierre Barribeau, the father, died?

Answer. No; I was not here.

Question. What answer did you make to that question in your examination before Judge Chambers, in the office of Mr. Garland?

Answer. I made the same reply.

Question. Did you make the same reply?

Answer. I made the same answer.

Question. Do you remember Adrian Barribeau?

Answer. I have seen them in the house of their father.

Question. How old was Adrian when your daughter was born?

Answer. I don't know.

Question. How old was Adrian at the time that he died?

Answer. I don't know; I have not been living in St. Louis all the time; I have been living in the country.

Question. Did you make the same answer to that question when examined before?

Answer. They did not ask me for the others; they asked me about Pierre.

Question. Where were you when Pierre was born?

Answer. I was living on Main street, near the corner of Oak street.

Question. Where was Pierre Barribeau living?

Answer. He was living on Second street, on the corner where the warehouse was burnt down.

Question. Do you remember the year in which Pierre was born?

Answer. No; you must know it better than I can; if I had been educated, I might answer every point you would ask me.

Question. What makes you think Pierre was only one year and a half old when your daughter was born?

Answer. I judge so from the fact of having seen him in the cart of his father; he was unable to walk at that time, and his father used to take him with him.

Question. In what kind of a cart?

Answer. In a French cart.

Question. What was the cart doing?

Answer. Carrying wood; I have seen him in the cart both before and after my daughter's birth.

Question. When did Pierre go to the Indian country?

Answer. I did not know that he had been to the Indian country until a short [time] ago, and when he came here.

Question. When did you leave this city and move to the Merrimac?

Answer. It was in the time of my first husband; it has been forty-seven years.

Question. Was it after the birth of your daughter?

Answer. Oh, no, no; this girl was the child of Mr. Lecompt, my second husband; when I went to the Merrimac [it] was in time of my first husband.

Question. Have you been living in St. Louis ever since your second marriage?

Answer. Always; I live here yet.

Question. Where were you when the mother of Pierre died?

Answer. I was living in the upper part of town, where I was living with my first husband, on Oak street.

Question. Did you give the same answer to that question when examined before?

Answer. They did not ask me that question, and only asked me the age of Pierre Barribeau.

Question. How old was Pierre at the time of his mother's death?

Answer. This I cannot tell, as I did not mark it down; I was looking to my own children, and not the children of others.

Question. At what time did old man, Barribeau, die?

Answer. I do not know; all I know is, my husband told me he was dead; I did not mark the time.

Question. Do you know how old Pierre was at the time your husband told you old Barribeau was dead?

Answer. I cannot tell that, as I only took notice of Pierre's age at the time I had my daughter.

Question. Did the Barribeaus live in the same house from the birth of Pierre until the old man died?

Answer. Yes; they did.

Question. Did you live in the same house at the time of Barribeau's death that you lived in at the birth of your daughter?

Answer. I always lived in the same house, on Main street.

Question. Who has been talking to you upon the subject of the age of Pierre, say within the last year or two?

Answer. Nobody.

Question. Have you had any conversations on the subject with Mr. Van Deit?

Answer. I don't know Mr. Van Deit.

Question. Did you have any conversation with the man who was a witness here the other day—the first witness examined?

Answer. No.

Question. Did you have any conversation on the subject with Madame St. Andre?

Answer. What Madame St. Andre knew she has kept to herself, and what I know I have kept to myself. We have spoken together, but not about this matter; we have been summoned together in the same case, and for that reason we came together; I am quite certain we never talked about the matter.

Question. Are you as certain that you have had no conversation with Madame St. Andre, or any body else, about the age of Pierre, as you are about your answer or statements before Judge Chambers?

Answer. I am, and make the same declaration.

Question. How many children had old man Barribeau?

Answer. He had three boys and two daughters.

Question. What were the names of the boys?

Answer. I first remembered two, Adrian and Pierre, and afterwards I remember Cyphrian.

Question. Was there a child named Perrin?

Answer. Yes.

Question. Did that not make four boys?

Answer. He only had three boys.

Question. Do you know whether or not Cyphrian and Perrin were the same?

Answer. One was called Cyphrian or Perrin, I can't tell which; never heard him called Joseph.

Question. Which was the oldest of these boys?

Answer. I cannot tell.

Question. What was the difference in age between Pierre and his next oldest brother?

Answer. I don't know much about these other boys, they were large, and at work in a hatter's shop.

Question. When was it they were at work in a hatter's shop?

Answer. I don't know.

Question. Were they at work in a hatter's shop when your daughter was born?

Answer. I believe one was at Mr. White's when my daughter was born.

Question. Where was White's hatter shop?

Answer. I believe it was some where on Second street, near the old Theatre; it has been a long time since, and I cannot recollect.

Question. How many daughters did old Barribeau have?

Answer. I believe two.

Question. What was their names?

Answer. One they called Amaranth, and the other was called 'Liz' or Elizabeth.

Question. How old were the daughters?

Answer. I don't know, as I was not in St. Louis at the time they were born.

Questions by the court.

Question. What was Pierre doing in his father's cart at the time you saw him, near the birth of your daughter?

Answer. Nothing at all; his father was taking him along, and he was sitting in the cart.

Question. Was any body in the cart with him?

Answer. Nobody but the old man.

Question. At these times where was the cart going, or what was it doing?

Answer. Carrying drift wood from the point to Barribeau's house.

Question. Were they going after wood when you saw Pierre in the cart?

Answer. Yes.

Question. Well, when the cart would come back, where was the boy?

Answer. Sitting on the wood.

Question. Was the old man sitting with him?

Answer. No; he was leading the horse.

Question. Where was the other boy?

Answer. There was no other boy along, none but Pierre and the old man.

Question. How far was it they had to haul this drift wood?

Answer. It was from the other side of the creek, at a place called Cayon, or Gin Grass creek; it is on the Mississippi, towards Colonel O'Fallan's place; there was a kind of a bar there, upon which drift wood would lodge, and we would go and get it and bring it to town.

Question. Following the common road the cart took, how far was it from town to this place?

Answer. Starting from the big mound where I now live, it was two miles.

Question. Would they get the wood for sale or for Barribeau's own use?

Answer. It was for his own use.

Question. Was the cart you speak of a common French cart?

Answer. It was such as we had here in old times.

Question. Did the cart have a body made of plank, or was the wood hauled upon the platform, or between uprights or stands?

Answer. There *was* planks on the bottom of the cart, and uprights on each side; the wood was placed along the cart between these uprights.

Question by plaintiffs' counsel.

Question. Was there any planks up the sides of that cart?

Answer. Nothing but rails or uprights; there were planks on the bottom.

Question. Was this wood got from the bar at the mouth of Gin Grass creek?

Answer. Yes, they had to cross the river by a bridge, and go to a point called Cayon.

Question. How far was that point from the mouth of the creek?

Answer. It was above; I can't say how far; I have gone there millions of times on foot to gather paw-paws.

Question. Did you ever see Pierre before you saw him in the cart going to get the wood?

Answer. Yes, I had seen him before, when he was a year and a half old.

Questions by the court.

Question. Was it before or after the birth of your daughter that you saw Pierre going with his father in the cart, as you have before described?

Answer. I saw him before the birth of my daughter, riding in the cart.

Question. The time you have described to me, was that before or after the birth of your daughter?

Answer. It was before.

Question. Are you certain of that?

Answer. Yes, sir.

Question. What was the custom of people in their standing and society in life as to carrying their children in early life out in their carts?

Answer. Old man Barribeau was very fond of this boy, Pierre, because he was the last one, and used to take him out in the cart.

Question. At what age was Pierre when you first saw him thus taken out?

Answer. He might have been a year and a half old; I can't tell exactly; probably two years.

[The court remarked, it seemed impossible that a child of that age could ride a distance of three or four miles upon one of those old French carts.]

Question. How was Pierre riding when you saw him upon the wood?

Answer. The old man never filled the cart full, and the father took care to make a place in the wood for him to rest in.

[In connexion with this evidence, the plaintiff read in evidence the baptismal record of the daughter of witness. It was dated March 23, 1819, and showed that the daughter was born on the 20th February, 1819.]

Testimony of M. St. Andre.

Madam Perrin St. Andre, sworn.

A. R. McNair, sworn as interpreter.

Question. Did you know Pierre Barribeau, the old man?

Answer. Yes, I knew him here in St. Louis.

Question. Did you know his family?

Answer. Yes, so and so; when they used to go washing, I would some times go along with them.

Question. How many sons had Pierre Barribeau?

Answer. I believe he had three.

Question. Their names?

Answer. I don't know very well, but believe they were Adrien, Perrin, and Pierre.

Question. Was Perrin called by any other name?

Answer. I don't know; perhaps when baptized he had another name; we called him Perrin.

Question. Of these three sons, which was the oldest?

Answer. Adrian, I believe.

Question. Who next?

Answer. I can't tell very well, perhaps Perrin, because Pierre was the youngest.

Question. What is the age of Pierre, the youngest son, at this time?

Answer. About 32 or 33 years.

Question. Did Pierre ever go away from St. Louis to any other place and live?

Answer. I cannot tell that, as I was away from St. Louis.

Question. Do you know that he was ever among the Indians?

Answer. I do not know whether he was among the Indians or not. I know that he went to some other parts.

Question. Do you know when Pierre, the younger, was born?

Answer. Oh, no; I never paid any attention to that.

Question. Do you know the fact when he was born, not the day, month, or year, but about the time?

Answer. Oh, no; I don't know the time.

Cross examination.

Question. Where were you when Pierre was born; where were you living; at what place?

Answer. I cannot tell you; perhaps at the Merrimac, or perhaps—I cannot tell you.

Question. Where were you living in 1808?

Answer. Perhaps in St. Louis; I don't know.

Question. Did you at any time after 1808 remove away from St. Louis?

Answer. We lived at St. Louis at that time.

Question. At what place did you reside?

Answer. We lived about in different places.

Question. Did you ever live on the Merrimac?

Answer. Yes.

Question. When you left the Merrimac, where did you remove to?

Answer. I lived on an island on the other side, in Illinois, near the upper ferry.

Question. When was it that you returned to St. Louis to live?

Answer. I cannot tell that; I paid no attention when I went away or when I returned.

Question. From what circumstances are you enabled to come at the age of Pierre?

Answer. I knew it so and so, and cannot tell you the reason. About the time I was departing they had this child.

Question. Departing to go where?

Answer. The child was two or three years old when I started to go to the Merrimac.

Question. When did you go to the Merrimac?

Answer. I cannot tell you that.

Question. Were the early French inhabitants here in the habit of carrying their children with them when they went with their carts after wood?

Answer. When they were big enough to walk, their fathers would sometimes take them with them in the carts.

Question. Were they in the habit of permitting them to ride back on the wood?

Answer. Yes; they would put them on the wood, and sometimes when they were able to walk, they would do so; it was a pleasure to children to follow their parents.

Question. How young have you known the youngest to be when it would ride by itself on the top of the wood?

Answer. About two or three years.

Question. Would they ride as far as two or three miles, at that age, by themselves on the wood?

Answer. They could as well ride ten miles if they wished; when well seated on the wood, they could go where they pleased.

Question. How much older was Perrin than Pierre?

Answer. I can't tell you that; might have been a year or two years, but I don't know.

Question. Was Perrin the next oldest to Pierre?

Answer. There was no child between Perrin and Pierre.

Question. Can you fix the time of your going to the Merrimac?

Answer. No; I can't remember that now.

Question. Was there more than two years' difference between the age of Perrin and Pierre?

Answer. I can't say any more about it than what I have already said.

Testimony—J. Haverty.

John Haverty, sworn.

Question. Do you know Col. Brant?

Answer. I do.

Question. Did you ever know Pierre Barribeau?

Answer. I did.

Question. Did you ever know of but one Pierre Barribeau, or more?

Answer. I think the father's name was Pierre; I did not know the old man only by sight, and am not sure of his name being Pierre.

Question. Where were you in August, 1833?

Answer. In St. Louis.

Question. Where employed, and for whom?

Answer. In the quartermaster's office, St. Louis.

Question. Who was quartermaster at that time?

Answer. Mr. Brant.

Question. Here is a power of attorney, bearing date August 2d, 1833, will you look at it? (Power of attorney from Pierre to Adrian.)

Answer. I have seen this before.

Question. Who wrote the body of that paper?

Answer. It is in my handwriting.

Question. What were the circumstances under which it was written by you?

Answer. As well as I recollect, I made a copy of it from an original paper.

Question. Have you any recollection who it was that prepared the paper from which you made this copy?

Answer. I have a very distinct recollection; it was in the handwriting of Col. Thos. H. Benton.

Question. Who requested you to prepare this copy from the paper in Mr. Benton's handwriting?

Answer. I believe Col. Brant.

Question. Where was this paper prepared?

Answer. In Col. Brant's house.

Question. Do you mean the residence or quartermaster's office?

Answer. I mean the residence, and think it was prepared in the parlor; I saw the original in the parlor; but whether I made the copy in the office or parlor I do not remember.

Question. When you saw the original in Col. Brant's parlor, who was there besides yourself?

Answer. I am not able to say distinctly as to all who were there at the time; if my memory does not deceive me, Col. Brant, Adrian Barribeau, Col. Benton, and perhaps Joseph White, present.

Question. You don't remember whether you prepared the copy there or in the quartermaster's office?

Answer. No; I am not prepared to say where I made the copy.

Question. Did Adrian Barribeau say or do anything that you recollect?

Answer. I have no recollection.

Question. Will you state why it was desired to draw off upon another paper what Col. Benton had written; was any reason assigned for it?

Answer. I remember no reason being assigned for it.

Question. What sort of a hand does Col. Benton write?

Answer. A bold, open hand.

Question. Do you know how he came to prepare the paper which he did, and from which you drew off a copy?

Answer. I do not, unless by request of the parties; I have no recollection of the circumstances.

Question. Did any body in your presence request him to prepare a paper of any sort?

Answer. That I cannot say.

Question. What did you do with copy when you prepared it?

Answer. I think I left it on the table; I do not remember minute circumstances.

Question. I would be glad for you to remember, if you can, whether you drew the copy in the parlor or quartermaster's office?

Answer. That I am unable to say positively; all I know is, that it was in the house.

Question. Was Pierre Barribeau there?

Answer. Not that I remember.

Question. Was there any Robidoux there?

Answer. Not that I remember.

Question. Here is a man's name appended to this paper as a witness, Louis Dorrean, was he there?

Answer. No, sir.

Question. Will you look at this paper, a deed bearing date the third of September, 1833, and purporting to be signed by Adrian Barribeau, in his own name, and Pierre Barribeau, by Joseph White, his attorney and trustee?

Answer. It is in my handwriting.

Question. What portion of it?

Answer. The deed of confirmation signed by me as witness; I wrote so much of the body as is dated 3d Sept., 1836.

Question. Were did you write that?

Answer. I don't know whether it was in the parlor or office?

Question. By whose request did you write it?

Answer. By request of Col. Brant.

Question. Who was present at the time besides yourself?

Answer. I have no recollection of any one.

Question. Did you copy or prepare it?

Answer. So far as my memory serves me, a portion was given me in manuscript, and for the balance I used book forms.

Question. When you say "book form," do you mean a printed form?

Answer. Yes; and I think it very probable that I referred to Burd's Form Book, as I had one at the time.

Question. Did you receive any directions from any body for the blanks to be filled?

Answer. Of course that was under the direction of Col. Brant; I only wrote it off.

Question. The original deed is by Pierre Barribeau and Adrian jointly, for two-thirds. In the confirmation deed Pierre Barribeau conveys two-thirds himself; do you know how that happened?

Answer. I do not. In regard to these circumstances I will state, I merely drew off the deed, and signed my name as a witness.

Question. After you had prepared it, to whom did you deliver it?

Answer. I presume it was delivered to Col. Brant. I think Barribeau came there with Mr. Sarpy, and then executed the deed.

Question. Did Barribeau come before or after the papers were got ready?

Answer. I think the papers were prepared before he came.

Question. How long after he came in before he signed it?

Answer. I cannot tell.

Question. Do you remember anything particular transpiring from the time [of] Pierre Barribeau's coming in to his going away?

Answer. I have drawn many deeds and instruments, and it would be impossible for me to give details without seeing the instrument.

Cross examination.

Question. Was the residence and office of Col. Brant in the same building?

Answer. Yes; same building.

Question. Was the office in the basement?

Answer. Yes; basement.

Question. You said Sarpy came there with Pierre Barribeau.

Answer. That is my impression, sir.

Question. Did Sarpy come as his friend, to look over the matter and see that all was right?

(Plaintiff objected to question; court overruled objection.)

Answer. That was my impression; they appeared to be acquainted, and I presumed that Mr. Sarpy accompanied Barribeau as an acquaintance and a friend, to witness the signing of the deed.

Question. Do you remember whether Sarpy looked at the deed and examined it?

Answer. I have no recollection of any distinct act of the kind. My answer would only be inferential, that of course he looked at the deed before it was signed.

Question. Do you recollect whether or not you went with Barribeau before Justice Walsh, at the time the deed was acknowleged?

Answer. I have no recollection of where it was acknowledged, or whether it was not in the house.

Question. Is Justice Walsh now living?

Answer. No; he is dead.

Question. In whose handwriting was the acknowledgment written out?

Answer. I don't know, unless it is in old man Walsh's writing.

Question. Had Barribeau before this time, or was he at that time, employed by the American Fur Company, of which Mr. Sarpy was a director or owner?

Answer. I can't state. I knew Barribeau from 1829, and had seen him at intervals; he was not all the time here.

Question. Do you know by whom Robidaux was employed at that time?

Answer. Not of my own knowledge.

Question. (A paper shown witness, which purports to be a receipt from Pierre Barribeau to Joshua B. Brant for $30.60, the balance due, and dated April 7, 1834.) Did you witness that receipt?

Answer. This receipt is in my handwriting. I witnessed it.

Question. Did you see Pierre Barribeau make his mark there?

Answer. Yes, sir.

Question. Where was that paper executed?

Answer. At Col. Brant's, in St. Louis.

Question. Do you recollect whether or not any one else was present besides Pierre Barribeau?

Answer. I have no distinct recollection.

Question. Do you know the handwriting of William Millington?

Answer. No, sir.

Question. In whose handwriting is the word Pierre Barribeau—Sarpy's or yours?

Answer. It is in my handwriting. (Witness examined the words, and then said): It is my impression now, since I have examined, that Pierre Barribeau is not in my handwriting.

Question. Is it Mr. Sarpy's writing?

Answer. It rather seems to me it is. No, I don't know. It is not mine, and I am not prepared to say it was written by Mr. Sarpy. The body is in my handwriting.

Question. (Deed shown.) Was this deed read over or explained [to] Barribeau before he signed it?

Answer. I cannot say positively whether it was or not.

Question. Was it, to the best of your recollection?

Answer. I have thought over the matter, and cannot make up my mind either negatively or affirmatively.

Question. Did I understand you [to] say whether this deed was executed in the office, or in the residence; which?

Answer. I cannot say positively or absolutely whether it was executed in the office or residence.

Question. In whose handwriting is this first deed, (dated September 3, 1833)?

Answer. I don't know that handwriting.

Question. Is it Mr. Spaulding's?

Answer. Cannot say.

(Mr. Gantt, one of defendant's counsel, said he knew it to be in Mr. Spalding's writing; and it was so considered by plaintiffs' counsel.)

Re-examination.

Question. At the time of executing the deed of 1836, whenever executed, did you see any money paid?

Answer. I have no recollection.

Question. Do you know whether or not this boy Barribeau was able to read or write?

Answer. I have no absolute knowledge that he could either read or write, but I think he could do neither. I infer so from the fact of his making his mark instead of writing his name.

Question. What were the relations between Mr. Sarpy and Col. Brant at that time?

Answer. I am not aware of any particular relation between them, farther than they were acquaintances; perhaps I might add, intimate acquaintances.

Question. Was the intimacy between Sarpy and Brant as great as that between Sarpy and Barribeau?

Answer. I can't tell anything about their comparative intimacy.

Question. Did you ever know of any particular intimacy or friendship between Pierre Barribeau and Wm. Sarpy?

Answer. No, sir; I don't know of my own knowledge that Pierre was employed by the Fur company.

Question. Do you know how it happened that Pierre and Wm. Sarpy came together on the day the deed was signed?

Answer. I only presume they came together to execute the deed.

Question. Did you know that that day had been set apart for the signature of the deed between the parties?

Answer. No, sir.

Question. Had you received any intimations from any body, prior to being asked to draw off the deed of 1836, that any deed was to have been executed on the day referred to?

Answer. I received no intimations of any particular day for its execution; in a general way I knew that before that time there had been business transactions between Adrian Barribeau, Col. Brant, and Joseph White.

Question. What I wish to know is this, whether upon that day, the day before, or at any previous time, you had received notice that upon that day Pierre was to be there to give the deed confirmation.

Answer. That I cannot answer; I have no recollection of receiving such knowledge on that day, the day before, or any previous time.

Question. In so far as the phraseology of the deed departs from the form of the other deed, who furnished you with the material for preparing it?

Answer. My impression is that I had part in manuscript and part in book form; and that the deed was drawn under the direction of Col. Brant; this however is vague in my recollection.

Question. The part in manuscript, in whose handwriting was that? from?

Answer. I told you before it is my impression that it was Col. Brant's handwriting.

Question. Do you remember where the form had been procured

Answer. I stated before that I believe it was taken from a book in my possession, and referred to Burd's form book as the one.

Questions by defendant's counsel.

Question. Do you recollect whether [in] 1836 any deed was executed by Brant to Pierre Barribeau.

Answer. I have no such recollection.

Question. Was anything more in the written memorandums furnished you by Brant, except the names of parties and description of premises?

Answer. I don't remember.

Questions by the court.

Question. You spoke of negotiations between the parties prior to 1836; and you spoke also of Adrian being a party on one side and Brant on the other; what date were these negotiations?

Answer. Not later than the date of the power of attorney; when I spoke of the negotiations between Col. Brant, Adrian, and Mr. White, I had reference to the transactions of 1833.

Testimony [of] J. Walton.

Joseph Walton, sworn.

Question. State how long you have lived in St. Louis.

Answer. Since the year 1826, and had been here occasionally previous from 1817.

Question. State what knowledge you have had of the value of real estate in St. Louis since 1817.

Answer. The value of real estate has varied a great deal since then.

Question. What was the value of real estate on the west side of Second street, in the neighborhood of Washington avenue, in the year 1833?

Answer. I can't be positive; I do not know of property being sold at that time; I suppose about forty dollars a foot.

Question. *Where* you acquainted in 1833 with the value of real estate on 8th street, about Franklin avenue?

Answer. Not particularly; I can give an idea, and think it was worth about ten dollars per foot.

Question. Was it saleable or readily sold at $10 per foot?

Answer. Can't say positively; it strikes me that was a rather dull neighborhood for sales.

Question. At that time how long had it been in the city limits?

Answer. I don't think it was in the city limits at all at that time.

Question. How was property valued on Eighth street, between Franklin avenue and Morgan street?

Answer. It was valued at about the same as the last you spoke of.

Question. Was there any difference in the value of property situated on streets running to the river and those running parallel with the river?

Answer. Not at that date; now there is a difference.

Question. Were you acquainted with the property in dispute here in 1833, which is the southwest corner of Washington avenue and Second street?

Answer. I have passed by it frequently; no other acquaintance.

Question. Did you observe the building upon it at that time?

Answer. I remember that I did, particularly; the property was roughly situated at that time.

Question. Do you know of any sale about that time in the neighborhood of this property?

Answer. I knew of an offer being made, but no sale effected because the price offered was not high enough.

Question. What was the price offered?

Answer. Forty-five dollars a foot.

Question. Who were the parties and where the property?

Answer. Conetings was the owner, and the property was in the neighborhood of that now in dispute.

Question. How did it stand on the block?

Answer. In the middle of the block.

Question. Was it a corner lot?

Answer. No, sir.

Question. Is there any difference in value between centre and corner lots?

Answer. Yes, there has always been a difference, about 25 per cent.; at that date corner lots begun [to] look up; previous to that there was not so much difference.

Question. In the business part of the city is the disparity between corner and middle lots greater or less than it is where but little or no business [is] transacted?

Answer. Oh, yes; there is considerable difference.

Question. Estimating property generally on Second street at $40 a

foot, what would a corner lot be worth, say the corner of Washington avenue?

Answer. I suppose the difference I have mentioned; I am referring to the year 1833.

Cross examination.

Question. When was it that the first material advance in property in St. Louis took place?

Answer. It was at a low point in 1818, but not so low in 1818 as it was in 1825.

Question. When did it make an important advance?

Answer. It commenced rising in 1826; centre lots generally on that square (block 65) were worth $40, and corner lots $50 per foot; in 1833 my son-in-law was offered $45 for a centre lot in that neighborhood.

Question. Was not property out of all proportion higher on Main street than on Second street?

Answer. Yes, sir.

Question. Was it not higher between Main and Second than between Second and Third?

Answer. Yes.

Question. Was it not higher on the east side of Second street than it was on the west side?

Answer. I think it was.

Question. What would a corner lot of 25 feet front be worth at that time.

Answer. It would be worth 25 per cent. over $40 a foot?

Question. At that period (1833) was not the heaviest business done on Main street some where near the market?

Answer. Yes, sir; and the general run for property was about as high as Locust street.

Question. Do you remember the first great sale of property on Chouteau's square? (square opposite the property in question.)

Answer. I don't remember the year.

Question. Was the southwest corner of Washington avenue and Second street a business place in 1830 and 1833.

Answer. No, sir; property took a rise there very sudden, and run up very fast.

Question. Has the chief rise occurred within the last six years?

Answer. Oh, no; it commenced about 1833.

Question. Has it not increased in value exceedingly since 1844?

Answer. Yes; it took its rise in the neighborhood of 1833, and has been rising ever since.

Question. What would a lot situated on the corner of Second street and Laurel street (now Washington avenue) have been worth 1829?

Answer. Property was not worth half as much at that date as it was in 1833.

Question. What, at that point, Second and Laurel?

Answer. Yes, sir; at that point.

Question. Are you quite sure of that?

Answer. It is to the best of my recollection; property took a rise in that time in the latter part of 1833.

Question. Did not improved property bear a greater proportion to unimproved property than it does now?

Answer. I don't know that it did; improved property always made property about it more valuable.

Question. Were not improvements more expensive and costly than they are now?

Answer. Building has varied considerable since 1833; but upon the whole is the same now it was then; the price of land is greatly advanced upon what it was in 1833.

Question. Some ten or twelve fold?

Answer. In different sections the advance is different.

Question. Where did you reside in 1833?

Answer. On Chestnut street.

Question. Was not property on Second street, between Chestnut and Locust more valuable than property between Locust street and Washington avenue, on the same street?

Answer. It was.

Question. How long did you live here from 1833 up?

Answer. I have lived here ever since, and in different parts of the city.

Questions by the court.

Question. Did you know the lot in question in 1833 and the building upon it?

Answer. No more than in passing by.

Question. Taking that lot, supposing it to front 104 feet on Second street (French measure) and 125 feet on Washington avenue, and taking the improvements then upon it, how much was it worth, counting on either street you choose?

Answer. I don't recollect of any improvements on it at the time; taking the range of the whole lot on 2d street, it was worth $40 per foot English measure.

Question. Taking a lot situated on the west side of 8th street and about 48 feet south of Franklin avenue, 22 English feet front and 114 feet deep, with a small brick house upon it; what would such a lot have been worth in 1833?

Answer. I don't know the lot particularly, and think there was no improvement on it at the time; without the improvement it would have been worth ten dollars per foot, measuring on Eighth street.

Questions by plaintiffs' counsel.

Question. Suppose a gorge was taken out of the back part of that lot, would it not diminish the value of the lot?

Answer. No, sir.

Question. When property began to rise, down towards [the] river, did the rise not gradually extend out from the river.

Answer. Yes, sir.

Question. Was not that lot on 8th street covered with water, and regarded as a nuisance?

Answer. Oh no, it lay dormant; water did not stand on it; and I suppose it was then worth $10 per foot.

Testimony of George Buchey.

George Buchey sworn.

Question. How long have you lived in St. Louis?

Answer. I came here in [the] fall of 1830, or winter of 1830–'31.

Question. State whether you knew the value of property in St. Louis in 1833, or thereabouts.

Answer. The value of property was fluctuating; I have some idea of its general value.

Question. State what was the value per foot in 1833, of the property on the southwest corner of Washington avenue and Second street.

Answer. I don't recollect of any sales or purchases at that time in the immediate neighborhood; as near as I can recollect, it was worth from 40 to 50 dollars per foot.

Question. Were you acquainted with the value of property on Eighth street, 48 or 50 feet south of Franklin avenue, and was it in the city limits in 1833?

Answer. It was not in the city limits at that time; I lived immediately there at that time, and knew the lot referred to; it had a small one-story house upon it.

Question. What was that lot worth per English foot in 1833?

Answer. Lots out there were very cheap at that time, and I think ground was purchased for 6 or 7 dollars per foot; I had some offered to me at the time for that price; I thought it was too high; I had two offers, both of which were improved; one had a frame, the other a brick house upon it; I bought neither, because I thought the price too high; the one with a brick house was a 40-foot lot; the house could hardly be called a house, it was one story, and had two rooms below and a garret above; it was offered for $450; the lot with the frame house was offered me for $500; the house was 20 feet front, two stories high, with pretty good rooms above and below.

Question. This was in the immediate neighborhood of the lot spoken of, was it?

Answer. Yes; the frame house was only three or four doors south of where I lived, on the same range; there was very little improvement in that neighborhood at that time.

Question. About that time did you know a house and lot called the Wingate house?

Answer. Yes; it was the first house north of where I lived.

Question. Was there a house on it at that time?

Answer. Yes; a one-story brick house, considered at that time a pretty decent house; it had one room above and below, and a cellar to it.

Question. What was that house and lot worth in 1833, at the rates then estimated, including the value of the house?

Answer. The ground I suppose was worth from $6 to $7 a foot; and the house at that day was built for $600 or 700 dollars at the farthest, perhaps for less; the house is now about the same, and could be built for about $600.

Question. How old was the Wingate house in 1833?

Answer. It appeared like a new house, and could not have been built exceeding two years before I got there; it looked like it had just been put up when I moved in the neighborhood, which was in the spring of 1831.

Question. In 1833 what was the house worth?

Answer. I suppose about $500, between $500 and $600; I recollect it was a good deal abused the first two years it was occupied.

Question. Do you know any thing of the value of the house which stood on the corner of Second and Washington avenue, where Pierre Barribeau lived?

Answer. No, sir; it was an old French house, very old, and many additions had been made to it; I could hardly make a guess of its value at that time; I never was in the house, and don't know how many rooms was about it.

Question. Was it equal in value to the little brick house on Eighth street; would it cost as much?

Answer. I suppose the material about it would cost more.

Question. Was it worth as much as the house on Eighth street?

Answer. My opinion would altogether be guess work, as I never paid any attention to the value of that house; living in the neighborhood of the other, I paid some attention to it.

Question. Was there any material difference between the value of the two houses?

(The defendant objected to the question as leading. Court overruled the objection.)

Answer. I should not like to form any opinion of the value of that house; recollect the house very well, and have some idea of its appearance, but can't say its value; think it was built part of upright posts and part of logs; it was a very old French style building.

Cross examination.

Question. Was there any material difference in the valuation of property on Eighth street, between 1831 and 1833?

Answer. No, sir; in 1836 I think there was considerable rise; that was the year in which Christy's property was sold.

Question. What per cent. did it rise in 1836; as much as 100?

Answer. Yes, some of it; I think the range would be from 75 to 100.

Question. In the next three years, did it advance or not?

Answer. It advanced very little after 1836; there was property sold in 1836 which, to this day, has not advanced, for the reason that many persons bought lots four or five times their value; in 1836 considerable number of lots were sold, and there was no material rise for.

Question. Do you know of any material sales of property in 1833 near Washington avenue and 2d street?

Answer. I think not.

Questions by the court.

Question. Was there any material difference in the value of property near Washington avenue and 2d street between the beginning of 1830 and 1833?

Answer. I don't think there was much change in that time; the rise did not appear to extend over the city, and was only located in particular parts; that is, in the neighborhood of 2d street and Washington avenue.

Question. The prices you have mentioned for the piece of ground on the corner of Washington avenue and 2d street, were they such as persons could get readily, if they desired to sell; by advertising, or suppose by sheriff's sale, would these prices be obtained?

Answer. Under such circumstances I suppose it would not bring these prices; the average prices along there were $40 and $50 a foot; sales of property were small and no great demand for it.

Questions by plaintiffs' counsel.

Question. Were the sales of property in Christy's addition for credit or cash?

Answer. Credit; and some of the credits extended two years.

Question. In speaking of the rise of property in that neighborhood, is your standard of value by those sales?

Answer. No, sir; these sales were not the standard anywhere.

Question. In speaking of the rise of property in 1836, did you refer to that regarding lots on 2d street, or only lots on 8th street and back, in Christy's addition?

Answer. There was a general rise in the whole city when that (Christy's) sale took place; the rise was greater upon these Christy lots on account of the credit given.

Questions by defendant's counsel.

Question. When were the sales of Christy's property on this long credit made?

Answer. In 1836; when I spoke of the credit sales of ten years, I referred to property west of Ninth street, and not property east of that street.

Testimony—Geo. Collier.

George Collier, sworn.

Question. How long have you resided in the city of St. Louis?

Answer. Since the first of June, 1827.

Question. How long have you been acquainted with the city of St. Louis?

Answer. Since 1815.

Question. Were you acquainted with the value of property in St. Louis in 1833?

Answer. Measurably so.

Question. What was the ground on the southwest corner of Second street and Washington avenue worth at that period?

Answer. I can't say positively, and only know the value of property from what it sold at in the neighborhood; I am not precise about the year.

Question. From the best means within your knowledge, give an estimate of the value of property in that neighborhood in that period.

Answer. I understood that there was property in that block sold as high as $50 per foot about that time; this was considered a pretty full price for it; this, however, is mere information I received; I don't know it of my own knowledge.

Question. From your own information and knowledge what would you suppose the ground in question to be worth per foot in 1833?

Answer. I suppose to take the whole lot it would not be worth more than $40 per foot.

Question. What would a corner lot be worth?

Answer. Taking the first 25 feet or corner lot, if the other was worth $40, it would be worth $45 or $50 per foot.

Question. What was property worth in the neighborhood of Eighth street and Franklin avenue in 1833?

Answer. I knew but little of the value of property there at that period; my impression is that it would be worth from $8 to $10 per foot.

Questions by the court.

Question. Taking as much as 104 French feet at the corner of Washington avenue and Second street, running 127 feet deep, what would such a lot be worth in 1833?

Answer. I suppose the corner lot would be worth $50, the balance $40 per foot.

Cross examination.

Question. Your opinion is based upon the sales of property lower down.

Answer. Yes, sir; the sales were made by H. Meacham, and I understood he bought two lots for $40 a foot.

Question. (Two deeds shown; deeds from P. Chauteau for land sold in 1834.) Please state where that property is situated.

Answer. It is directly opposite the property in question, on Second street, east side.

Question. That being on the east side of the street, would it be more or less valuable than the lot in question?

Answer. I should not think there would be much difference between them, one being just across the street from the other. I would just as leave have one as the other.

Question. (Paper shown.) Do you recognise the handwriting?

Answer. Yes, sir; I know the signature; it is Dr. Millington's.

Question. Was he an administrator of Pierre Barribeau?

Answer. Don't know, sir.

Questions by plaintiffs' counsel.

Question. In whose handwriting is the body of that receipt?

Answer. It bears some similarity to the signature; I know it is not Colonel Brant's.

Question. Is Dr. Millington living or dead?

Answer. He is dead.

J. B. Hortiz. J. B. Hortiz, sworn.

Question. Are you acquainted with Pierre Barribeau, the plaintiff, and Euphrasie Terese Perrin?

Answer. I was acquainted with old man Barribeau, but not intimately acquainted with his children; I have seen them, but can't tell which is which.

Question. Do you know how old the youngest child is?

Answer. Can't say; I have no idea, except from hearsay.

Question. Was the hearsay from others, or the family?

Answer. It was from others; I never heard it from the family.

Question. What custom prevailed here among the French in early years, as to carrying their children with them when they went abroad?

Answer. It was a customary thing, and parents would generally take their children with them.

Question. At what age?

Answer. I have known them to be taken from 2, 3, 4, and 5 years.

Question. Have you seen them taken younger than two?

Answer. I can't recollect; I have seen them taken very young, on horseback and in gigs.

Question. Was old man Barribeau in the habit of doing so?

Answer. I can't tell.

Question. Were you familiar with the value of property in St. Louis in 1833?

Answer. Not very much; I never speculated in property; I owned property here at that time, which was in block No. 41, and situated on Second street, between Cedar and Plum.

Question. What was the value of that property at that time?

Answer. It was worth something like eighty-odd dollars a foot. I had such an offer, and got that price for 25 feet front.

Question. What was the value of the lot on the southwest corner of Second street and Washington avenue?

Answer. I have no idea; my estimation is quite different from others; some estimate the value of property by what it would bring under the hammer when sold under compulsion; I value it by the taxes paid upon it; the assessment, which is generally $\frac{1}{3}$ less than its real value.

Question. What would be the value when sold without compulsion?

Answer. Can't say; I suppose at that time that property was more valuable than mine, as business was climbing up town then.

Question. What sort of a lot was that you sold for $80 per foot; was it improved?

Answer. It had a little log house upon it, with frame attachment.

Question. What was the value of the house?

Answer. I never set any estimation on it.

Question. Were the improvements of any value?

Answer. It was an old log house, been built some ten or twelve [years] for a shop. I used it for a dwelling until I was able to build a better one.

Question. What was the relative value of that property to the property in question?

Answer. Can't say what the relative value was.

Cross examination.

Question. To whom did you sell your lot?

Answer. To Mr. Walter's; it was sold somewhere about the latter part of 1835 or *or* first 1836.

Question. Did you know this lot on the corner of Second street and Washington avenue?

Answer. Yes, ever since I can recollect.

Question. *Was* there any improvements upon it?

Answer. Yes, an old house; unless I wanted old lumber to make a fence, I would not give much for it; I would not give more than $25 or $30 for the house. It was a worn-out old thing, and the hogs were running through it.

Question. How far below Market street is Cedar street?

Answer. Six or seven squares.

Question. Were more people living below than above Market street?

Answer. At the change of government in 1804, '5, or '6, there was.

Questions by plaintiffs' counsel.

Question. At the change of government, did the population extend where the bank stands?

Answer. The population was scattered; the part of the town where business was transacted was from Myrtle street up to the present site of the bank.

Question. How far above the bank is the property in question; the tobacco warehouse property?

Answer. They are diagonally opposite; one on Main, the other on Second street.

Question. At the change of government, did the inhabitants extend up to this property, the tobacco warehouse?

Answer. The most business part was from Pierre Chouteau's down to Market street; Chouteau's business place was on Minor street, on the block opposite Barribeau's property.

Question. Where was the business part of the town in 1833?

Answer. The main business was from Myrtle street, as far up as Chesnut street; for several years there was not a store on Second street above that; in 1833 business began to crawl up town; what amount of business was transacted up about Chauteau's, I can't say.

Question. In 1833 how was Olive street in regard to business?

Answer. It was little better improved then than it was in 1814–'15, when the sand bar took place.

Question. How did the extent of business on Second street, near Chouteau, compare with the business below?

Answer. I can't say; it was improving.

Question. When you speak of business climbing up, do you have reference to Main street or Second street?

Answer. I had reference to both streets.

Testimony [of] Sam. Gaty.

Samuel Gaty, sworn.

Question. Do you know anything of deed made by Pierre Barribeau to Newman Robirds?

Answer. I had the deed in my possession, and think I gave it to Lawyer Tiffany. I never was able to recover it. I called on Mr. Tiffany for it, and he said he had given it to Glasby. Mr. Tiffany is in California, and Mr. Glasby never had the deed. He has searched for them. I think Mr. Tiffany was mistaken, and that he misplaced the deeds.

Cross examination.

Question. What was the tobacco warehouse property worth in 1833 per English foot?

Answer. I should judge it would be worth about $50. We purchased 198 feet three blocks above, and paid $25 per foot. At that time I paid very little attention to property.

Question. Do you know anything about the value of 8th street property in that period?

Answer. Going back to 1833 I can't say what property was worth. The lot I purchased on 2d street I wanted for a foundry. As to the distance from the river, my lot and Brant's are about the same.

Question. Did buying that lot for a foundry, did it enhance its value?

Answer. I don't think it did. I suppose from what property was worth then, and what it is worth now, the difference would be as I have stated.

Testimony [of] Mr. Walters.

Mr. Walters, sworn.

Question. When did you come to St. Louis?

Answer. In the summer of 1833.

Question. What was the value of real estate about the warehouse at that time?

Answer. I think that property was worth not less than $50 per foot. Shortly after 1833, I had an offer of two blocks below, for which I was asked $75 per foot. I did not purchase. I purchased further south from J. B. Hortz, and gave him $2,000 for 25 feet; the lot had a small log house upon it.

Cross examination.

Question. What was the date of the sale you referred to?

Answer. It must have been in the early part of 1834.

Question. Did not property increase in value from Laurel street down to Myrtle about that time?

Answer. It increased in value from Washington avenue down to Market street, and then below that street it decreased; I am speaking of 1833–'4.

Question. Was the sale of Batize for cash or upon credit?

Answer. It was half cash.

Questions by plaintiffs' counsel.

Question. State about the increase or decrease of property from Laurel street (Washington avenue) down.

Answer. I can't say there was any material decrease; property was thought to be worth more about Chesnut street than in the neighborhood of Washington avenue. The impression upon my mind is, that property could not have been purchased for less than the sums I have stated, and corner lots could not have been bought for that.

Question. From 1833 to 1836 how great was the increase in the value of property?

Answer. In many instances property was worth double, and in all cases worth one-third more in 1836.

Question. The tobacco warehouse lot, what do you suppose the increase upon that property was from 1833 to 1836–'7?

Answer. As I never purchased much real estate I don't consider myself a competent judge to state that; it is well known that the increase in the value of property in the neighborhood of Locust street and

Washington avenue was very considerable more than in the southern part of the town.

Question. Previously you named two classes of increase, double and third; in which class do you include the Washington avenue property in question?

Answer. To the one-third class at least.

Question. Was there any material increase in the value of property from the years 1836–'37 to the year 1842?

Answer. I think there was, but the increase was not as great as it was between the years 1833 and 1837.

Testimony [of] George Clayter.

George Clayter sworn.

Question. Do you know a piece of property on 8th street, situated about 48 feet south of Franklin avenue, upon which is a brick building?

Answer. I have known it for some years.

Question. What was the building worth in 1833?

Answer. I suppose there is from 20,000 to 25,000 brick in the building, which were worth laid in the wall about $8 a thousand; after the walls were up the carpenter's work to complete the building would be worth about $200. I should estimate the building completed to be worth about $976.

Question. How long have you known St. Louis?

Answer. Since the year 1816.

Question. In 1833 how high had business extended up the wharf; to what point had it reached?

Answer. I resided near the corner of Locust and Fourth streets in 1834; at that time business was where the Virginia hotel stands, (corner [of] Green and Main streets,) down. There was business conducted in nearly every house on Main street from that point; I can't say what the value of property was at that date; I am speaking of Main street.

Cross examination.

Question. How was business back of Main street, on Second street?

Answer. I don't recollect of any business establishments on Second street; I recollect the greatest business part of the town was above Locust street; I don't recollect of any business on Second street

Question. Have you been in the house on Eighth street?

Answer. Yes; I reside in that house now, and have been there about a year; my first acquaintance in the house was in 1833.

Question. In your estimate of its value, do you give its present value or its value in 1833?

Answer. I give its value in 1833, and in that estimation I include every thing, lumber and all; I don't know what it rented for in 1833.

Question by plaintiffs' counsel.

Question. Was Green street above or below Washington avenue?

Answer. It was and is above.

Testimony—Judge Walton.

Judge Walton recalled.

Question. Have you ever seen the house on 8th street, west side, about 48 feet south of Franklin avenue?

Answer. Yes, sir.

Question. What was that house worth in 1833, judging from the material it took to build it?

Answer. I was in the habit of constructing such houses in 1833, and, including all materials, I would charge about $300. Previous to 1833 I was engaged in constructing houses, and I don't think this building was worth more in 1833 than it was in 1831.

Question. What business did you follow in 1831?

Answer. Bricklaying; I also contracted for the complete erection of houses.

Cross examination.

Question. Did you and Mr. Glover go and take a view of this house yesterday?

Answer. Yes. We did not go inside. I did not build Mr. Collier's houses on Fourth street in the same year.

Testimony—B. W. Alexander.

B. W. Alexander, sworn.

Question. How long have you resided in St. Louis?

Answer. I came here in 1828, and have been residing here ever since. I am acquainted with the value of property in St. Louis.

Question. Did you ever purchase property on Second street, and if so, how far from Washington avenue?

Answer. I purchased property on Second street, and got a deed for it in 1836. I think I bought it some eighteen months before I bought the piece of ground from Gen'l Mason and Col. Brant, but Gen'l Mason not being here, I could not get a perfect deed at the time of purchase. The property is situated on Second street, between Locust and Olive, the lot being sixty feet, French measure, fronting on Second street, and running back 150 feet west; in English measure that would be 64 feet 4 inches; the northern line of this lot is the exact centre of the block; the southern line commences 63 feet, French measure, from the corner of Locust street. This property is about a square and a half south of Washington avenue, and the property in question. For this property I gave $100 per English foot.

Question. You think the deed was dated 12 or 18 months after you bought the property?

Answer. Yes, sir. I had the property leased at the time I bought it. The date of the deed is in 1836. I don't recollect the month.

Question. Well, according to your recollection, you purchased the

property in the latter part of 1834, or first of 1835; was it more valuable then than in 1833?

Answer. Property raised considerably there previous to 1836.

Question. Had it experienced that rise at the time you made the purchase?

Answer. I think [it] was coming up. Three or four years before I bought it, I think it would not have been worth more than half of what it was at that time.

Question. Taking the price you gave for that property, state what its value would have been in 1833.

Answer. I have no way of ascertaining, unless I see the deed. Col. Brant bought it somewhere between the years 1831 and 1833, and afterwards it increased in value suddenly. I think he paid $3,000 for it.

Question. How long did Brant have it before you purchased it?

Answer. I can't say exactly; I think three or four years. I have not sufficient dates in my mind to state what was really considered its value in 1833, when I bought it. I gave about as much again as Brant paid for it.

Question. Did you know the lot in question (on Second street and Washington avenue) in 1833?

Answer. Yes, very well; but can't recollect as far back as that what its value was.

Question. Had you bought no property here as early as 1833?

Answer. I believe not; perhaps a small piece out of town, on Sixth street, which I either bought or sold, I can't tell which. The piece of property I refer to was somewhere in the neighborhood of Morgan and Green, on Sixth street. I do not recollect what I gave per foot for it.

Question. What was land worth per foot on the west side of Eighth street, immediately south of Franklin avenue, in 1833?

Answer. I think I gave $12 a foot for my ground; don't know about 8th street, but I think it was not worth so much on Eighth street. I have no recollection of property being sold out there about that time.

Question. Do you recollect whether there was any improvements on the lot in question (Washington avenue and Second street lot) in 1833?

Answer. Yes, there was an old log house, which did not stand directly on the corner; it was a tolerably good house when built, but got out of fix greatly before it was taken away. It was a good size cabin house, some fifteen feet front, perhaps.

Question. Was that house inhabited in 1833?

Answer. Somewhere about that time there was a chain-maker shop in the house. I don't consider that the house was worth much, if anything, about that period; it was a good deal out of repair, and I don't think anybody lived in it after I came here.

Cross examination.

Question. What improvements were on the lot you purchased on Second street?

Answer. A small two-story brick house, having a cellar and a log house, which was used as a kitchen; the house was about fifteen by 18 feet, and had a cellar to it. Also upon the lot was a stable, of sufficient capacity to stable between 40 and 50 horses. The same stable is there now, and has been used by me ever since as a livery stable.

Question. When bargaining for this property, was any estimate put upon the building?

Answer. Not that I recollect. I valued the building at something, to be sure.

Question. What was the relative value of property then with property in the block above?

Answer. I think my property was the most valuable. I am not able to state what property was worth about the lot in question.

Question. At the time you bought, at what did you value the buildings?

Answer. It would be pretty hard to tell. I should suppose $1,200 or $1,400, or perhaps $1,500.

Question. Were these buildings on the lot at the time Brant purchased it?

Answer. The main buildings were, but not quite so much in the way of sheds. I had it leased three or four years before I bought it, and during that time put some improvements on the lot.

Question. Have you got the deed from Brant and Mason?

Answer. I have, but not with me; I can't fix the date of the deed without examining it.

(Witness by agreement was allowed to examine the deed from Mason and Brant to himself, and in a note to the court stated that deed was dated 1st of September, 1836.)

Re-examination by plaintiffs' counsel.

Question. Do you recollect what value was put upon the building at the time you purchased?

Answer. I do not, I only know they were such as suited me; I don't know that I ever placed any definite value upon them.

Question. Do you know who built the stable?

Answer. Yes; Jesse Colburn.

Evidence by defendant.

The defendant then introduced the following testimony, to wit:

Deed [from] J. B. Brant to A. Barribeau and P. Barribeau.

1st. A copy of a deed from Joshua B. Brant to Adrian Barribeau and Pierre Barribeau, dated November 2d, 1833, the same being exhibited by the answer, in the words following, to wit:

This deed, made this second day of November, in the year of our Lord one thousand eight hundred and thirty-three, witnesseth:

That Joshua B. Brant and Sarah Brant, his wife, of the city of St. Louis, in the State of Missouri, for and in consideration of the sum of one thousand dollars, in hand paid, before the sealing and delivery of these presents, by Adrian Barribeau and Pierre Barribeau, have granted, bargained, and sold, and do by these presents, grant, bargain, and sell, to the said Adrien Barribeau and Pierre Barribeau, and their heirs, a certain lot of ground, situated in the addition to the town of St. Louis, made by William Christy, bounded and described as follows:

Beginning forty-eight feet from the intersection of Franklin avenue and Eighth street; thence running southwardly on the west line of Eighth street twenty-two feet; thence parallel with Franklin avenue and westwardly one hundred and thirty-two feet six inches to an alley; thence northwardly and along said alley fourteen feet; thence eastwardly twenty feet; thence northwardly eight feet; thence eastwardly and due east to the place of beginning; being the same lot of ground conveyed to Joshua B. Brant, by Daniel C. Wingett and wife, by deed dated the eighth day of October, eighteen hundred and twenty-three: To have and to hold the said lot of ground above described, together with all the buildings, improvements, rights, and privileges thereunto belonging, unto them, the said Adrien Barribeau and Pierre Barribeau, and their heirs forever; and the said Joshua B. Brant, for himself and his heirs, covenants, to and with the said Adrien Barribeau and Pierre Barribeau, and their heirs and assigns, to warrant and defend the title to the lot of ground above conveyed against the claim of all and every person whatsoever.

In testimony whereof the said Joshua B. Brant and Sarah Brant have hereto set their hands and seals, the day and year before written.

J. B. BRANT, [SEAL.]
SARAH BRANT. [SEAL.]

Executed in presence of—
PATRICK WALSH.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this second day of November, in the year of our Lord eighteen hundred and thirty-three, before me, a justice of the peace within and for the county aforesaid, appeared Joshua B. Brant and Sarah Brant, his wife, both of the city of St. Louis, in the county and State aforesaid, and acknowledged the aforesaid instrument of writing to be their act and deed, for the purposes therein mentioned. She, the said Sarah, being by me first made acquainted with the contents thereof, and examined separate and apart from her husband, whether she executed the said deed, and relinquishes her dower, in the said lands and tenements therein mentioned, voluntarily, freely, and without compulsion or undue influence of her said husband, acknowledged and declared that she executed the said deed and relinquished her dower, in the said lands and tenements therein mentioned, volun-

tarily, freely, and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

PATRICK WALSH,
Justice of the peace, St. Louis county.

NOTE.—On the second page of the original deed, in the sixth line from the top of the page, and between the words "heirs forever" in said line, the words "as tenants in common," and not "as joint tenants," are interlined in pencil mark. Recorded 19th November, 1833.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder within and for the county aforesaid, certify the foregoing to be a true and correct copy of an instrument of writing that was filed in my office November 19, 1833, as fully as the same and the certificate of the acknowledgment thereof now remain of record in book T, page 163, and following.

Witness my hand and seal of office, April 11, 1850.

[SEAL.]

S. D. BARLOW, *Recorder.*

Deed [from] Barribeaus to Brant.

2d. The deed from Pierre Barribeau, by Joseph White, attorney, Adrien Barribeau and Joseph White, trustee, to Joshua B. Brant, dated September 3, 1833; which, being shown by plaintiffs, the bill of exceptions states need not be copied again.

Deed [from] P. Barribeau to J. B. Brant.

3d. The deed from Pierre Barribeau to Joshua B. Brant, dated August 7, 1836; which, being shown by plaintiffs, need not be copied again.

[NOTE.—There appearing to be a difference in the date of the original and the copy read by plaintiffs, by agreement the original is inserted.

B. T. HICKMAN, *Clerk.*]

Know all men by these presents, that whereas I, Pierre Barribeau, of the city of St. Louis, and State of Missouri, did by deed, bearing date the third day of September, in the year of our Lord one thousand eight hundred and thirty-three, for the consideration therein stated, sell and convey unto Joshua B. Brant all my right, title, and interest, in and to certain real estate in said deed mentioned; and whereas doubts have been entertained whether such deed of conveyance was good and sufficient to convey my interest in and to the real estate aforesaid. Now know ye, that I, the said Pierre Barribeau, being of lawful age,

for the consideration aforesaid, and also for and in consideration of the sum of five dollars, to me in hand paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, *and by these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold,* and by these presents do grant, bargain, and sell, unto the said Joshua B. Brant all my right, title, claim, and interest, in and to the said real estate, it being the undivided two-thirds in and to a lot of ground, situate in the city of St. Louis, containing one hundred and four feet on Church or Second street, running back westwardly one hundred and twenty-one feet, more or less, to the lot occupied by George F. Strother; bounded north by a cross street called Laurel street, east by Church or Second street, west by lot occupied by said Strother, and south by lot formerly belonging to Samuel Merry: To have and to hold the aforesaid lot of ground, together with the appurtenances thereunto in anywise belonging, unto him, the said Brant, his heirs and assigns forever. As witness my hand and seal, at St. Louis aforesaid, this twentieth day of August, in the year one thousand eight hundred and thirty-six.

PIERRE his ✕ mark BARRIBEAU. [SEAL.]

Witnesses:
JOHN BTE. SARPY,
JOHN HAVERTY.

STATE OF MISSOURI, *county of St. Louis, ss:*

Be it remembered, that on this 23d day of August, in the year of our Lord eighteen hundred and thirty-six, before me, a justice of the peace, in and for the county aforesaid, appeared Pierre Barribeau, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as having executed the same as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. Taken and certified the day and year aforesaid. P. WALSH, *Justice.*

STATE OF MISSOURI, *county of St. Louis, ss:*

I, John Ruland, clerk of the circuit court and ex officio recorder within and for the county aforesaid, certify, that the deed of conveyance, on the opposite page, from Pierre Barribeau to Joshua B. Brant, was filed in my office for record on the 23d day of August, A. D. 1836, and is truly recorded in book Y, page 74, and following.

Given under my hand and seal of office, in the city of St. Louis, this 14th day of September, eighteen hundred and thirty-six.

[L. S.] JNO. RULAND, *Recorder.*

4th. The deed from Euphrasie T. Perry to Samuel Merry, referred to in answer, in the words following, to wit:

Deed—E. T. Perry to Samuel Merry.

"This indenture, made this first day of February, in the year of our Lord one thousand eight hundred and thirty-six, between Euphrasie T. Perry, adopted daughter of Pierre Barribeau, sr., of Shelby county, and State of Tennessee, of the one part, and Samuel Merry, of the county of St. Louis *city*, and the State of Missouri, of the other part, witnesseth: That the said Euphrasey T. Perry, (alias Euphrasey T. Barribeau,) for and in consideration of the sum of one thousand dollars and cents, to her in hand paid by the said Samuel Merry, the receipt whereby is hereby acknowledged, hath given, granted, bargained, sold, aliened, conveyed, and confirmed, unto the said Samuel Merry, his heirs and assigns forever, a certain tract or parcel of land, situate, lying, and being in the city of St. Louis, in the State of Missouri, and being one undivided third part of the lot or parcel of ground in said city of St. Louis, conveyed by deed bearing date the eighth of May, 1829, by Pierre Barribeau, sr., to Joseph White, as trustee, for the benefit of the said Barribeau, sr., two sons, Adrien Barribeau and Pierre Barribeau, jr., and myself, the said Euphrasey T. Perry, adopted daughter of the said Pierre Barribeau, senior, as aforesaid; which said lot or parcel of ground, conveyed to said White as trustee for said three children as aforesaid, is bounded as follows: East by Second or Church street; on the south by a lot of ground sold by the said Barribeau to Joseph White; on the west by a lot lately owned by Stone, Bostwick, and Bellows, and now occupied by George T. Strother; and on the north by a cross street lately called north F street, and now Laurel street; which separates said lot from a lot of Thomas Wright, now occupied by Mrs. Benton, containing one hundred and four feet, French measure, more or less, fronting on Second or Church street, by one hundred and fifteen feet, French measure, more or less, running westward; on which said lot stands the house in which said Barribeau then lived. It being intended by this deed of conveyance to set over, transfer, and convey, unto the said Samuel Merry my one-third part of, or interest in, said lot of ground above described, whether divided or undivided. And the said interest hereby conveyed to said Merry is the same which I conveyed, or intended to convey, to Amaranth Loiselle, by deed, dated 26th September, 1831; the said Amaranth Loiselle having, by deed of this date, conveyed the same to said Merry. And this instrument is made more clearly and explicitly to show that said Merry is entitled to one full third part of the lot above described, conveyed to said White, as trustee, by Pierre Barribeau, sr.: to have and to hold the aforesaid land, with all and singular the rights, profits, emoluments, hereditaments, and appurtenances of, in, and to the same belonging, or in any wise appertaining, to the only proper use and behoof of him, the said Samuel Merry, his heirs and assigns forever. And the said Euphrasey T. Perry, (alias Barribeau,) for herself, her heirs, executors, and administrators, doth, by these presents, covenant and agree, with the said Samuel Merry, his heirs and assigns, that the

before recited land and bargained premises she will warrant and forever defend against the right, title, interest, or claim of all and every person whatsoever. In witness whereof the said Euphrasey T. Perry, (alias Barribeau,) hath hereunto set her hand and affixed her seal the day and year above written.

her
EUPHRASEY ✕ THERESE BARRIBEAU. [SEAL.]
mark.

Signed, sealed, and delivered in presence of, witness present—
M. P. WINCHESTER,
JOHN WHITLY,
N. B. HOLT.

STATE OF TENNESSEE, *Shelby county.*

Be it remembered, that, on this sixth day of February, in the year of our Lord one thousand eight hundred and thirty-seven, personally appeared before the undersigned John W. Fuller, clerk of the county court of the county of Shelby aforesaid, Euphrasie Therese Barribeau, who is personally known to me to be the person whose name is subscribed to the within and foregoing instrument of writing as a party thereto, and acknowledged the said instrument of writing to be her act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of said court, at office, the day and year above written.

JOHN W. FULLER,
Clerk of the county court of Shelby county, Tennessee.

STATE OF MISSOURI, *county of St. Louis, ss:*

I, John Ruland, clerk of the circuit court and ex officio recorder for the county aforesaid, certify, that the foregoing instrument of writing was filed for record in my office on the 6th day of July, 1848, and is truly recorded in book N, No. 2, page 6.

Given under my hand and seal of office, this 25th day of July, A. D. 1840.
[SEAL.]

JNO. RULAND, *Recorder.*

Deed—Sam, Merry to J. B. Brant.

5th. The deed from Samuel Merry and wife to Joshua B. Brant, in the words and figures following, to wit:

This deed, made this twenty-first day of March, eighteen hundred and forty-two, witnesseth: That Samuel Merry and Catharine M., his wife, of the city of St. Louis, and State , in consideration of five thousand dollars to them in hand paid by Joshua B. Brant, of said city and State, the receipt whereof is hereby acknowledged, do grant, bargain, and sell, unto said Brant, his heirs and assigns forever, the undivided one third part of a certain lot of ground lying in block

number sixty-five (No. 65,) of said city, bounded on the east by Second or Church street, on which it fronts one hundred and twelve feet and nine inches; on the north by Laurel street, on which it fronts one hundred and twenty-four feet; on the west by the property of Theodosia Strother, on which it binds ninety-five feet four and a half inches; and on the south by the property late of L'Esperance & Prente, on which it binds one hundred and twenty-four feet; said lot being part of a larger lot confirmed to Pierre Barribeau under the act of Congress of 13th June, 1812, entitled "an act making further provisions for settling the claims to land in the territory of Missouri." To have and to hold the said undivided third part, together with all the rights, privileges, and appurtenances thereunto belonging, unto the said Brant, his heirs and assigns forever.

In testimony whereof the said Merry and wife have hereunto set their hands and seals the day and year first above written.

SAM'L MERRY, [SEAL.]
C. M. MERRY. [SEAL.]

The words "Laurel" and "it binds" interlined before signing and sealing.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that on this twenty-second day of March, eighteen hundred and forty-two, before me, the undersigned, a justice of the peace within and for the county aforesaid, in the State aforesaid, came Samuel Merry and Catharine M. Merry, his wife, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they severally acknowledged the same to be their act and deed for the purposes therein mentioned. She, the said Catharine M., wife of said Samuel Merry, being by me first made acquainted with the contents of said conveyance, acknowledged and declared under examination apart from her said husband that she executed the said deed, and relinquishes her dower in the real estate therein mentioned freely, voluntarily, and without compulsion or undue influence of her said husband. Taken and certified on the day and year aforesaid.

JOHN BLACK,
Justice of the peace.

STATE OF MISSOURI,
County of St Louis, ss:

I, Julius De Mun, clerk of the county court, and ex officio recorder for the county aforesaid, certify that the foregoing instrument of writing was filed for record in my office on the 26th day of March, 1842, and is truly recorded in book V, No. 2, page 368.

Given under my hand and seal of office, this 12th day of April, A. D. 1842.

[SEAL.]

JULIUS DE MUN, *Recorder.*

Deed—A. Barribeau to William Mull.

6th. The deed of Adrien Barribeau to William Mull, dated November 19, 1833, in the words following, to wit:

This indenture, made and entered into this nineteenth day of November, in the year of our Lord one thousand eight hundred and thirty-three, by and between Adrian Bar[r]ibeau of the first part, and William Mull of the second part, all of the city and county of St. Louis, and State of Missouri, witnesseth: That the said party of the first part, for and in consideration of the sum of three hundred and ten dollars, lawful money of the United States, to him in hand paid, the receipt of which he doth hereby acknowledge, hath granted, bargained, sold, and conveyed, and by these presents doth grant, bargain, sell, and convey, unto him, the said party of the second part, one equal undivided half part of a certain lot of ground, situate in the addition to the town (city) of St. Louis, made by William Christy, bounded as follows, viz., commencing forty-eight feet from the intersection of Franklin avenue and Eighth Main street; thence southwardly on the west line of said Eighth Main street twenty-two feet; thence westwardly and parallel with said Franklin avenue one hundred and thirty-two feet six inches to an alley; thence northwardly along said alley fourteen feet, thence eastwardly twenty feet, thence northwardly eight feet, thence eastwardly to the place of beginning; being the same lot of ground conveyed by Joshua B. Brant and wife to said Adrian Barribeau and Pierre Barribeau by deed bearing date the second day of November, in the year one thousand eight hundred and thirty-three. To have and to hold the said lot of ground, with all and singular the buildings, improvements, and appurtenances thereunto belonging or in any wise appertaining, unto him, the said party of the second part, his heirs and assigns forever, to his and their own use, benefit, and behoof. And the said party of the first part doth, for himself, his heirs, executors, and administrators, warrant and defend the title to said above granted, sold, and conveyed premises against the claim or claims of all and every person or persons whomsoever. Upon condition, nevertheless, that whereas the said party of the first part is indebted to him, the said party of the second part, in the sum of three hundred and ten dollars, lawful money of the United States. Now, therefore, if he, the said party of the first part, shall, on or before the first of July next, pay or cause to be paid to him, the said party of the second part, the said sum of three hundred and ten dollars, lawful money as aforesaid, with ten per cent. per annum interest thereon, then this indenture to be void, else to remain in full force and virtue in law.

In testimony whereof the parties have hereunto set their hands and affixed their seals the day and year first above written.

His
ADRIAN ⋈ BARRIBEAU, [SEAL.]
mark.
WM. MULL. [SEAL.]

In presence of—
TH. DOUGLASS,
JAS. SHULT.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this nineteenth day of November, eighteen hundred and thirty-three, before me, Wilson Primm, a justice of the peace within and for the county aforesaid, personally came Adrian Barribeau and William Mull, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing, as having executed the same and severally acknowledged the said instrument of writing to be their act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

WILSON PRIMM,
Justice of the peace, St. Louis county.

Recorded 19th November, 1833.

ARCHIBALD GAMBLE,
Recorder.

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder for said county, certify, that the foregoing is a true transcript of an instrument of writing that was filed in my office November 19, 1833, and also of the certificate of acknowledgment thereof as fully as the same remains of record in book T, page 164, and following.

Witness my hand and official seal, this 9th day of April, A. D. 1850.

[SEAL.]

S. D. BARLOW, *Recorder,*
Per J. A. CAPRINO, *Deputy.*

Deed—P. Barribeau to N. Roberds.

7th. The deed from Pierre Barribeau to Newman Roberts, in the words following, to wit: This deed, made the twelfth day of July, in the year of our Lord one thousand eight hundred and thirty-seven, between Pierre Barribeau of the first part, and Newman Roberts of the second part, both of the city and county of St. Louis, in the State of Missouri, witnesseth: That the said Pierre Barribeau, as well for and in consideration of the sum of four hundred and sixty-six dollars to him in hand paid by said Newman Roberts, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, as of the further sum of nine hundred and thirty-four dollars, secured to be paid by the said Newman Roberts unto the said Pierre Barribeau, his executors, administrators, or assigns, in the manner hereinafter mentioned, with the yearly interest of ten per cent. for the same, and for which the said Newman Roberts hath executed his two several notes, bearing even date herewith, and payable as follows, to wit: Four hundred and sixty-seven dollars on or before the twelfth day of November next ensu-

ing the date hereof; and four hundred and sixty-seven dollars, on or before the twelfth day of April, eighteen hundred and thirty-eight, with interest for the same as aforesaid. He, the said Pierre Barribeau, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Newman Roberts, his heirs and assigns, all that certain lot, piece, or parcel of ground lying and being situate in the addition to the city of St. Louis, made by William Christy, and bounded as follows, to wit, commencing forty-eight feet from the intersection of Franklin avenue and Eighth Main street; thence southwardly on the west line of said Eighth street, twenty-two feet; thence westwardly and parallel with said Franklin avenue, one hundred and thirty-two feet six inches, to an alley; thence northwardly along said alley, fourteen feet; thence eastwardly, twenty feet; thence northwardly, eight feet; thence eastwardly to the place of beginning. It being the same lot, piece, or parcel of ground which the said Pierre Barribeau purchased from Joshua B. Brant and Sarah, his wife.

To have and to hold the said granted, bargained, and sold premises, together with all and singular the privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, unto him, the said Newman Roberts, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all incumbrances whatever. Upon this express condition, nevertheless, that the said granted and bargained premises shall be and are hereby pledged and mortgaged until the payment of the said sum of nine hundred and thirty-four dollars and interest for the same as aforesaid be fully made and completed, on the days and times hereinbefore mentioned and appointed for the payment thereof.

In witness whereof the parties to these presents have hereunto set their hands and seals on the day, month, and year first above written.

his
PIERRE ✕ BARRIBEAU, [SEAL.]
mark.

Teste: J. W. PAULDING.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this thirteenth day of July, in the year of our Lord one thousand eight hundred and thirty-seven, before me, Mary Philip Leduc, one of the justices of the county court within and for the county aforesaid, came Pierre Barribeau, who is personally known to me to be the person whose name is subscribed by a mark to the above instrument in writing, as party to the same, and acknowledged the said instrument to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice county court, St. Louis county.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder within and for said county, do certify, that the foregoing is a true and complete copy of a deed executed by Pierre Barribeau, and of the certificate of acknowledgment and date of recording thereof, as fully as the same remains of record in my office, in book B, No. 2, page 213 and 214.

Given under my hand and official seal, the 7th day of April, 1849.

S. D. BARLOW, *Recorder.*

[SEAL.] By L. BABCOCK.

Deed—Sheriff to J. B. Brant.

8th. The deed from the sheriff of St. Louis county, dated July 31, 1835, in the words following, to wit:

To all to whom these presents shall come, I, James Brotherton, sheriff of the county of St. Louis, in the State of Missouri, send greeting:

Whereas a certain special writ of fieri facias, issued from the clerk's office of the circuit court for the county of St. Louis, returnable to the July term of said court, in the year of our Lord one thousand eight hundred and thirty-five, in favor of Benjamin Lawhead against Adrian Barribeau and Nathaniel Parker, and the said writ being directed to the sheriff of the county of St. Louis, and to me, the said sheriff, delivered, a copy whereof is hereunto annexed and made a part and parcel of this deed. By virtue of said writ of fieri facias, I, the said sheriff, did, on the 20th day of June, one thousand eight hundred and thirty-five, *did* levy upon and seize all the right, title, claim, interest, estate, and property of them, the said Adrian Barribeau and Nathaniel Parker, of, in, and to the mortgaged premises in said writ mentioned and described as follows, to wit, one equal undivided half part of a certain lot of ground, situated in the addition to the town (city) of St. Louis, made by William Christy, bounded as follows, viz., commencing forty-eight feet from the intersection of Franklin avenue and Eighth Main street; thence southwardly on the west line of said Eighth Main street, twenty-two feet; thence westwardly and parallel with said Franklin avenue, one hundred and thirty-two feet six inches to an alley; thence northwardly along said alley fourteen feet; thence eastwardly twenty feet; thence northwardly eight feet; thence eastwardly to the place of beginning; being the same lot of ground conveyed by Joshua B. Brant and wife to said Adrian Barribeau and Pierre Barribeau, by deed bearing date the second day of November, in the year one thousand eight hundred and thirty-three.

And the same having been advertised, as the law directs, by advertising the same in the Missouri Republican, a newspaper printed in the county of St. Lewis, at least twenty days before I exposed the same to sale; a copy of which said advertisement is hereunto annexed, and makes a part and parcel of this deed; by virtue of which said writ

and advertisement, I did, on the fourteenth day of July, in the year one thousand eight hundred and thirty-five, agreeable to the advertisement thereof, at the court-house door, during the July term of the circuit court, in the year one thousand eight hundred and thirty-five, expose to public sale, for ready cash, all the right, title, claims, interest, estate, and property, of the said Adrien Barribeau and Nathaniel Parker, and to the above described property, together with all and singular the rights, privileges, and appurtenances thereunto belonging; and Joshua B. Brant being the highest and last bidder for the same, at the price and sum of three hundred and seventy-five dollars, the same was stricken off and sold to said Joshua B. Brant.

Now, therefore, know ye, that I, James Brotherton, sheriff as aforesaid, for and in consideration of the sum of three hundred and seventy dollars, to me in hand paid by the said Joshua B. Brant, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, I do hereby transfer and assign to him, the said Joshua B. Brant, all the right, title, interest, estate, and property, of them, the said Adrien Barribeau and Nathaniel Parker, of, in, and to the above mentioned and described property, that I might sell as sheriff as aforesaid, by virtue of the aforesaid special writ of fieri facias and advertisement; to have and to hold the same to him, the said Joshua B. Brant, his heirs and assigns, forever.

In witness whereof I, James Brotherton, sheriff of the county of St. Lewis, have hereunto set my hand and seal, this thirty-first day of July, in the year of our Lord one thousand eight hundred and thirty-five.

JAMES BROTHERTON,
Sheriff. [SEAL.]

COUNTY OF ST. LEWIS, *ss:*

The State of Missouri, to the sheriff of the county of St. Louis, greeting:

Whereas by the judgment and decree of our circuit court for the county of St. Lewis, before our judge thereof, at the March term of said court, in the year of our Lord one thousand eight hundred and thirty-five, on the eighth day of May, in the year aforesaid, Benjamin Lawhead recovered against Adrien Barribeau and Nathaniel Parker the sum of three hundred and ten dollars, found to be in arrear and unpaid on the foreclosure of a certain mortgage executed by said Adrien Barribeau to William Mull, and also the further sum of forty-five dollars fifty cents, for interest thereon up to the time of the rendition of said judgment; and it was further ordered and adjudged, by our said circuit court before our judge thereof, that the mortgaged premises mentioned in the petition of the said Benjamin Lawhead, that is to say, one equal undivided half part of a certain lot of ground, situate in the addition to the town (city) of St. Louis, made by William Christy, bounded as follows, to wit, commencing forty-eight feet from the inter-

section of Franklin avenue and Eighth Main street; thence southwardly on the west line of said Eighth Main street twenty-two feet; thence westwardly, and parallel with said Franklin avenue, one hundred and thirty-two feet six inches to an alley; thence northwardly along said alley fourteen feet; thence eastwardly twenty feet; thence northwardly eight feet; thence eastwardly to the place of beginning, being the same lot of ground conveyed by Joshua B. Brant and wife to said Adrien Barribeau and Pierre Barribeau, by deed bearing date the second day of November, in the year one thousand eight hundred and thirty-three; be sold to pay and satisfy the said sum of money so found to be due, that is to say, the sum of three hundred and fifty-five dollars fifty cents, with costs and legal interest thereon until paid; all of which appears to us of record. These are therefore to command you, that of the lands and tenements in the aforesaid order mentioned, and above described and set forth, you cause to be levied as well the debt and interest, with interest thereon from the aforesaid eighth day of May, eighteen hundred and thirty-five, until paid, as also the costs of said suit; and that you have the said moneys before the judge of our said circuit court, at the next term thereof, to be held at the city of St. Louis, within and for the county of St. Louis, on the second Monday of July next, to satisfy the said Benjamin Lawhead, of the debt, interest, and costs; and that you certify to our said court how you execute this writ; and have you then there this writ.

Witness Archibald Gamble, clerk of our said circuit court, at office, this sixteenth day of June, in the year of our Lord one thou-
[SEAL.] sand eight hundred and thirty-five.

ARCHIBALD GAMBLE, *Clerk.*

Sheriff's sale.

In virtue and by authority of a special writ of fieri facias issued from the clerk's office of the circuit court, for the county of St. Louis, in favor of Benjamin Lawhead against Adrien Barribeau and Nathaniel Parker, returnable to the July term, 1835, of the said court, I have seized and levied upon the mortgaged premises in said writ mentioned, described as follows, viz., one equal undivided half part of a certain lot of ground situated in the addition to the town (city) of St. Louis, made by William Christy, bounded as follows, viz.: commencing forty-eight feet from the intersection of Franklin avenue and Eighth Main street; thence southwardly, on the west line of said Eighth Main street, twenty-two feet; thence westwardly, and parallel with said Franklin avenue, one hundred and thirty-two feet six inches, to an alley; thence northwardly along said alley fourteen feet; thence eastwardly twenty feet; thence northwardly eight feet; thence eastwardly to the place of beginning; being the same lot of ground conveyed by Joshua B. Brant and wife, to said Adrien Barribeau and Pierre Barribeau, by deed bearing date the second day of November, in the year one thousand eight hundred and thirty-three; all the right, title, claim, interest,

estate, and property, of the said Adrien Barribeau and Nathaniel Parker, of, in, and to the above mentioned and described lot of ground, I will sell for cash to the highest bidder, on Tuesday, the 14th day of July next, at the court-house door, in the city of St. Louis, between the hours of nine and five o'clock of that day, to satisfy said debt, interest, and costs.

JAMES BROTHERTON,
Sheriff.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, at the July term of the circuit court, for the county of St. Louis, begun and held at the city of St. Louis, within and for the county aforesaid, on the second Monday of July, in the year eighteen hundred and thirty-five, James Brotherton, esq., sheriff of the county of St. Louis, at said term, on the tenth day of August, in said year, personally appeared in open court and acknowledged the execution of the within deed from him, as sheriff as aforesaid, to Joshua B. Brant, therein named; which said acknowledgment is entered on the records of the court of that day.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of said circuit court, at office, this eleventh day of August, in the year of our Lord one thousand eight hundred and thirty-five.

ARCHIBALD GAMBLE, *Clerk.*

Recorded 18th August, 1835.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI, *county of St. Louis, ss:*

I, Stephen D. Barlow, recorder for said county, certify, that the foregoing is a true and correct copy of an instrument of writing, and also of the certificate of acknowledgment thereof, which was filed in my office, August 18, 1835, as fully as the same remains of record in book U, p. 527, and following.

Witness my hand and official seal the 12th day of April, [SEAL.] 1850.

S. D. BARLOW, *Recorder.*
Per J. A. CAPRINO, *Deputy.*

Deed—A. Loiselle to Samuel Merry.

9th. The deed of Amaranth Loiselle to Samuel Merry, in the words and figures following, to wit:

Know all ye whom it may concern, that for and in consideration of the sum of fifteen hundred dollars, to me in hand paid, I, Amaranth Loiselle, of the town of Memphis, have bargained, sold, aliened, enfeoffed, released, and conveyed, unto Samuel Merry, of the city of St. Louis, his heirs and assigns, a certain lot or parcel [of] ground, situate,

laying and being in the said city of St. Louis, being part of block number sixty-five, and bounded on the east by Second or Church street; on the south by Doctor Samuel Merry; on the west by a lot now or heretofore owned or known as George T. Strother's; and on the north by part of the same square. Said lot, hereby intended to be conveyed, fronting on said Church or Second street thirty-seven feet seven inches, and running back one hundred and twenty-three feet, and measuring on the western boundary line thirty-one feet nine and a half inches; provided that the division of this ground, heretofore made between the children of Pierre *Barrabo*, of the said city of St. Louis, was legal and obligatory; but if not, then the object of this instrument is to convey in fee simple to the said Merry all my right, title, claim and interest in and to one-third of said part of block number sixty-five, laying north of the property now or lately owned by said Merry, intended by said *Barrabo* for his adopted daughter, Euphrase Terese Perrin, and by her conveyed to me, by indenture made 26th September, 1831, as recorded in the recorder's office, at St. Louis, September 27, 18 hundred and 31. Whether the said interest be divided or not divided, in common or in severalty, this instrument being expressly designed to convey the interest purchased by me of Euphrasie Terese Perrin as aforesaid; to have and to hold the aforesaid lot and bargained premises to the only proper use and behoof of the said Merry, his heirs and assigns, forever.

In testimony of which I have hereunto set my hand, at Memphis, on the first day of February, in the year eighteen hundred and thirty-six. AMARANTE LOISELLE. [SEAL.]

STATE OF TENNESSEE, *Shelby county.*

This day Amarante Loiselle personally appeared before me, Robert Lawrence, clerk of said county court, and, being well known to me as the person signing the foregoing deed, acknowledged that she executed the same on the day of its date, for the purposes specified.

Given under my hand, at office, the first day of February, 1836.

RO. LAWRENCE, *Clerk, C. S. C.*

STATE OF TENNESSEE, *Shelby county.*

I, Isaac Rawlings, chairman and presiding justice of the county court of said county, do hereby certify, that Robert Lawrence, whose name is signed to the above certificate of acknowledgment, is and was at the time of signing the same, clerk of said court, duly commissioned and qualified, and by law authorized and empowered to take said acknowledgment of the execution of said deed, and that his said certificate is in due form of law.

Given under my hand and seal this 22d day of February, 1836.

ISAAC RAWLINGS, [SEAL.]

Chairman and presiding justice.

STATE OF TENNESSEE, *Shelby county.*

I, Robert Lawrence, clerk of the county court for said county of Shelby, do hereby certify, that Isaac Rawlings, whose name is signed to the above certificate, is, and was at the time of signing the same, the acting chairman of the county court for the said county of Shelby, and presiding justice of the same.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of the said county court of the county of Shelby, at office, the 22d day of February, A. D. 1836, and 60th year of American independence.

RO. LAWRENCE, *Clerk S. C. C.*
By S. R. BROWN, *Dy. Clerk.*

STATE OF MISSOURI, *county of St. Louis, ss:*

I, John Ruland, clerk of the circuit court and ex officio recorder for the county aforesaid, do certify, that the within and foregoing deed was filed for record in my office, on the first day of August, 1836, and is truly recorded in book X, page 401, and following.

[SEAL] Given under my hand and seal of office, at St. Louis, this twenty-third day of August, 1836.

JOHN RULAND, *Recorder.*

STATE OF TENNESSEE, *Shelby county.*

Be it remembered, that, on this first day of February, in the year of our Lord one thousand eight hundred and thirty-six, personally appeared before me, the undersigned, clerk of the county court for the county of Shelby aforesaid, Amarante Loiselle, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, or deed of conveyance, as a party thereto, and acknowledged the said instrument of writing to be her act and deed for the purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed [SEAL.] the seal of said court, at office, the day and year above written.

RO. LAWRENCE,
Clerk, Shelby county court.

STATE OF MISSOURI, *county of St. Louis, ss:*

I, John Ruland, clerk of the circuit court and ex officio recorder for the county aforesaid, certify, that the foregoing instrument of writing was filed for record in my office on the 20th day of October, 1840, and is truly recorded in book O, No. 2, page 313.

[SEAL.] Given under my hand and seal of office, this 26th day of November, A. D. 1840.

JOHN RULAND, *Recorder.*

Deed—J. B. Brant to P. Barribeau.

10th. The deed from Joshua B. Brant and wife to Pierre Barribeau, dated August 23, 1836, in the words following, to wit:

Know all men by these presents, that Joshua B. Brant and Sarah [his] wife, of the city and county of St. Louis, State of Missouri, for and in consideration of the sum of three hundred and seventy-five dollars, to them in hand paid, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, and forever quit claimed, and by these presents do, for themselves and their heirs, remise, release, and forever quit claim, unto Pierre Barribeau, of the said city, and to his heirs and assigns forever, all the estate, right, title, interest, claim and demand whatsoever of them, the said Joshua B. Brant and Sarah his wife, of, in, and to one equal undivided half part of a certain lot of ground, situated in the addition to the town of St. Louis, made by William Christy, bounded as follows, to wit: Commencing forty-eight feet from the intersection of Franklin avenue and Eighth Main street; thence southwardly, on the west line of said Eighth Main street twenty-two feet; thence westwardly, and parallel with said Franklin avenue, one hundred and thirty-two feet six inches to an alley; thence northwardly, along said alley, fourteen feet; thence eastwardly twenty feet; thence northwardly eight feet; thence eastwardly to the place of beginning. It being the same lot, piece, or parcel of ground which the said Joshua B. Brant purchased at sheriff's sale, as appears by deed bearing date the thirty-first day of July, eighteen hundred and thirty-five, as appears by the record of said deed in the recorder's office of the county aforesaid, book U, page (527) five hundred and twenty-seven, and following.

To have and to hold the granted, released, and quit-claimed premises, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, unto him, the said Pierre Barribeau, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever; and the said Joshua B. Brant and Sarah, his wife, and their heirs, shall and will warrant and forever defend the premises aforesaid, unto the said Pierre Barribeau, his heirs and assigns, against all and every person and persons whomsoever, who may or shall claim from, through, or under them, the said Joshua B. Brant and Sarah, his wife.

In witness whereof the parties to these presents have hereunto set their hands and seals, the twenty-third day of August, in the year of our Lord eighteen hundred and thirty-six.

JOSHUA B. BRANT, [SEAL.]
SARAH BRANT. [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss.

Be it remembered, that on this twenty-third day of August, in the

year of our Lord one thousand eight hundred and thirty-six, before me, Mary Philip Leduc, one of the justices of the county court within and for the county aforesaid, came Joshua B. Brant and Sarah, his wife, both personally known to me to be the persons whose names are subscribed to the above instrument in writing as party to the same, and severally acknowledged the said instrument to be their act and deed, for the purposes therein mentioned. She, the said Sarah, being by me first made acquainted with the contents thereof, and examined separate and apart from her said husband, whether she executed the said deed and relinquished her dower to the real estate therein mentioned, voluntarily, freely, and without compulsion or undue influence of her said husband, acknowledged and declared that she executed the said deed, and relinquishes her dower in the real estate therein mentioned voluntarily, freely, and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice county court, St. Louis county.

Filed for record 10th September, 1836; recorded 12th October, 1836.
JNO. RULAND, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder within and for the county aforesaid, certify the preceding to be a true copy of an instrument of writing, the certificate of acknowledgment, and the date of filing and recording thereof as fully as the same remains recorded in my office, in book Y, page 176, and following.

Witness my hand and official seal, at office, in St. Louis, the date last aforesaid.

[SEAL.]

STEPHEN D. BARLOW,
Recorder.

Receipt—P. Barribeau to J. B. Brant.

11th. An original receipt from Pierre Barribeau to J. B. Brant, dated April 7, 1834, with a statement attached under the hand of Joseph White, in the words following, to wit:

Received, St. Louis, April 7, 1834, of Maj. J. B. Brant, thirty dollars and sixty-two cents, being the balance due him as per the within statement.

his
PIERRE ⋈ BARRIBEAU.
mark.

Witness—JNO. HAVERTY.

Statement.

Barribeau's lot $1,800; paid as follows, cash of J. B. B, $654;

Wingate's house and lot $1,000 = $1,654 = $146 00; taxes for 1832, 1833, $8 37, $137 63, cash paid $25 00; Nov. 2, 1833, due $112 63; Dr. Millington $82, $30 63. The foregoing statement is correct, and there is now due on the lot from J. B. Brant one hundred and twelve dollars $\frac{68}{100}$.

St. Louis, 2d Nov., 1833.

JAS. WHITE.

Receipt—Barribeau to Brant.

12th. A receipt from Joseph White, and dated Oct. 31, 1833, in the words following, to wit:

We agree to accept the deed from J. B. Brant of house and lot purchased by him of D. Wingate, relinquishing the 8 feet by 20 (previously deeded by Wingate to Pollard) for the sum of sixty dollars, the receipt of which is hereby acknowledged. Signed this 31st day [of] October, 1833, at St. Louis.

ADRIAN his ⋈ mark. BARRIBEAU,
PIERRE BARRIBEAU,
By JOSEPH WHITE, *Att'y.*

Witness—JOHN GOODFELLOW.

Certificate—redemption.

13th. The following receipt, to wit, received of Adrian and Pierre Barribeau, by their agent, Joseph White, the sum of one hundred and eighteen dollars and twenty cents, in full of the city tax and redemption money on a portion of a certain lot in the city of St. Louis, situate in block number sixty-five, (65,) bounded north Laurel street, east Second street, south Joseph White, and west Charlton Hunt, one hundred and twelve and three-quarter feet in front on Second street; said lot having been sold on the third day of April, one thousand eight hundred and thirty-two, by the city collector, to satisfy the special tax levied by the board of aldermen of the city of St. Louis aforesaid, January 17, 1832, upon the heirs or representatives of Peter Barribeau, for paving Second street in front of said lot, amounting to one hundred and nine dollars and thirty-six cents, as will appear by the report of the street commissioners, dated January 16, 1832, and ten per centum on the amount thereof and costs of sale; which said portion is bounded south by a lot heretofore redeemed by Amarant Loiselle, per certificate dated May 7, 1833, west by George F. Strother, and north by Laurel street, containing seventy-five feet two inches in front of Second street. St. Louis, September 4, 1833; duplicate.

J. A. WHERRY, *Collector.*

I, Joseph A. Wherry, collector of the city of St. Louis for the year eighteen hundred and thirty-two, do hereby certify, that Adrian and Pierre Barribeau, by their agent, Joseph White, did, on this day, re-

deem a part of a certain lot in said city, in block number sixty-five, (No. 65,) bounded east by Second street one hundred and twelve and three-quarter feet, which was sold by the collector for the special tax due thereon, as will appear by the certificate of sale on the third day of April, 1832, as the property of the heirs or representatives of Peter Barribeau. I hereby certify, that the part so redeemed is bounded as follows: South by lot heretofore redeemed by Amarante Loiselle, as per certificate dated May 7, 1833, west by George F. Strother, and north by Laurel street, containing seventy-five feet two inches in front on Second street, and as will appear by a reference to the receipt given this day for the amount of the redemption money; and the aforesaid portion of said lot is therefore declared to be redeemed.

Given under my hand this 4th day of September, 1833.

J. A. WHERRY, *Collector.*

Certificate [of] baptismal [of] Pierres.

14. The certificate of baptism of "Pierres," born of unknown parents, in the words following, to wit:

Translation.

The fifth July, 1812, by us, the undersigned curate, has been baptized Pierre, born the 27th of May last of unknown parents; the godfather, Buisson, who has signed; the godmother, Therese Hebert, who did not know how to write, (or sign.)

CHARLES BUISSON,
SAVINE, *Priest.*

The eighth of February, 1815, by us, the undersigned curate, has been baptized Pierre, born the 2d of April, 1814, of unknown parents; this child is to be free at the age of nineteen years; the godfather, Joseph Bissonet, the godmother, Marie Hebert, who did not know to write or sign.

SAVINE, *Priest.*

The fifth of May, 1815, by us, the undersigned curate, has been baptized Pierre, born the 2d March last of unknown parents; the mother a slave to Mr. Pierre Chouteau; the godfather, Bernard Pratte, the godmother, Adele Cabanne, who have signed.

ADELE CABANNE,
B'D PRATTE,
SAVINE, *Priest.*

The thirteenth July, 1815, by us, the undersigned curate, has been baptized under condition, Pierre, the ninth of June last, of unknown parents; the mother a slave to Madame Charles Lavrette; the child is free; the godfather, Charles Gaspard; Pelagie Darris, witness, who did not know how to sign (or write.)

SAVINE, *Priest.*

The eighth September, 1817, by us, the undersigned, has been baptized under condition, Pierre Edouard, aged one month; the mother a slave to Dr. Farrar; the godfather, Pierre, slave; the godmother, Therese, slave.

SAVINE, *Priest.*

Burial certificate—J. Perrin.

15th. The burial certificate of Joseph Perrin, in the words following: ("Translation.) The seventh (day) of March, of the year 1829, I, the undersigned, have buried in the cemetery of this parish the body of Joseph Perrin, alias Barribeau, aged eighteen years, he having had administered to him the sacraments.

EDM. SAULNIER, *Priest.*"

Deed—P. Chouteau to J. Goodfellow.

16th. A deed from Pierre Chouteau to John Goodfellow, in the words and figures following, to wit:

"This deed, made this thirty-first day of December, in the year of our Lord one thousand eight hundred and twenty-nine, between Peter Chouteau, sen'r, of the one part, and John Goodfellow of the second part, both of the city and county of St. Louis, in the State of Missouri, witnesseth: That the said Peter Chouteau, sen'r, for and in consideration of the sum of thirteen hundred dollars, to him in hand paid by the said John Goodfellow, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, he, the said Peter Chouteau, sen'r, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said John Goodfellow, his heirs and assigns forever, all that certain lot, piece, or parcel of ground lying and being situate in the city of St. Louis aforesaid, containing forty-nine feet, fronting westwardly on Second, Main, or Church street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second or Church street; northwardly by Laurel street; eastwardly by an alley which separates the same from a lot of said Peter Chouteau, jr., and southwardly by the lot of said Peter Chouteau, sr., being part of a larger quantity confirmed to said Peter Chouteau, sr., by the board of commissioners, and in block number twenty-eight.

To have and to hold the said granted and bargained premises, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, unto him, the said John Goodfellow, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all encumbrances whatever.

In witness whereof, the parties to these presents have hereunto set their hands and seals, day and date above written.

P'R CHAUTEAU, [SEAL.]

Teste: ALBERT TIRON,
M. P. LEDUC.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this thirty-first day of December, in the year of our Lord one thousand eight hundred and twenty-nine, before me, Mary Philip Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Chouteau, sen'r, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, as having executed the same, and acknowledged the said instrument to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice county court, St. Louis county.

STATE OF MISSOURI,
County of St. Louis, ss:

I, Archibald Gamble, clerk of the circuit court and ex officio recorder for the county of St. Louis, do certify that the within deed is truly recorded in my office, book P, page 350 and following.

Given under my hand and the seal of the said court, this fourteenth day of January, 1830.

[SEAL.] ARCH. GAMBLE, *Recorder.*

Deed—J. Goodfellow to J. B. Brant.

17th. A deed from John Goodfellow to Joshua B. Brant in the words following, to wit:

This indenture, made and concluded at the city of St. Louis, in the State of Missouri, this fourth day of January, in the year one thousand eight hundred and thirty, between John Goodfellow and Elizabeth Goodfellow, his wife, of the first part, and Joshua B. Brant of the second part, all of the city and State aforesaid, witnesseth: That the said party of the first part, for and in consideration of the sum of thirteen hundred dollars, lawful money of the United States, to them in hand paid, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, do grant, bargain, and sell, as by these presents they grant, bargain, and sell, unto the said party of the second part, his heirs and assigns forever, all that certain lot, piece, or parcel of ground situate, lying, and being in the city of St. Louis aforesaid, containing forty-nine feet, fronting westwardly on Second, Main, or Church street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second or Church street; northwardly by Laurel street; eastwardly by an alley which separates the same from a lot, the property of Pierre, sr., and southwardly by a lot, also the property of said Pierre Chouteau, sr. The lot hereby sold and conveyed being part of a larger quantity confirmed to said Pierre Chouteau, sen'r, by the board of commissioners; and in block number twenty-eight on the plat of said city, and is the same lot,

piece, or parcel of ground sold and conveyed by said Chouteau to said John Goodfellow, by deed bearing date thirty-first December, in the year one thousand eight hundred and twenty-nine.

To have and to hold the said bargained and sold premises, together with all and singular the privileges and appurtenances thereto in any wise appertaining or belonging, unto him, the said Joshua B. Brant, his heirs and assigns forever. It being fully understood and agreed upon, however, between said parties of the first and second part, that the covenant which is created by the words grant, bargain, and sell, shall not be construed to extend beyond a covenant, on the part of said party of the first part, that they will defend the title herein conveyed to said party of the second part, against the claim or claims of any person or [persons] claiming title to said premises by, through, or under them.

In testimony whereof the said party of the first part have hereunto set their hands and affixed their seals, at the city of St. Louis aforesaid, the day and date first above written.

JOHN GOODFELLOW, [SEAL.]
ELIZABETH GOODFELLOW. [SEAL.]

Signed, sealed, and delivered in the presence of—"the" interlined before execution and delivery.

J. V. GARNIER.

COUNTY OF ST. LOUIS, *ss:*

Be it known that, on the day of the date hereof, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, John Goodfellow and Elizabeth Goodfellow, whose names are subscribed to the aforegoing instrument of writing, and who are personally known to me to be the persons whose names are subscribed to such instrument of writing as having executed the same, and acknowledged such instrument of writing to be their act and deed for the purposes therein mentioned; and the said Elizabeth, the wife of the said John Goodfellow, being by the said justice examined separate and apart from her said husband, and made acquainted with the contents of the said deed, made her acknowledgment that she executed the same, and relinquished her dower to the premises therein described, voluntarily and freely, without the compulsion or undue influence of her said husband, and does not wish to retract.

Given under my hand this fourth day of January, 1830.

J. V. GARNIER, *J. P.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Archibald Gamble, clerk of the circuit court, and ex officio recorder for the county of St. Louis, do certify, that the foregoing deed is truly recorded in my office, book P, page 351.

Given under my hand and seal of the said court at office, in St. Louis, this fourteenth day of January, 1830.

[SEAL.] ARCHIBALD GAMBLE,
Recorder.

Deed—P. Chouteau to J. B. Brant.

18th. A deed from Pierre Chouteau, sr., to Joshua B. Brant, in the words following, to wit: This indenture, made the sixteenth day of July, in the year of our Lord one thousand eight hundred and thirty, between Peter Chouteau, sen., of the first part, and Joshua B. Brant, of the second part, both of the city and county of Saint Louis, and State of Missouri, witnesseth: That the said Peter Chouteau, sen., for and in consideration of the sum of six hundred dollars, to him in hand paid at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and thereof acquit and forever discharge the said Joshua B. Brant, his heirs, executors, and administrators, hath granted, bargained, sold enfœffed, and confirmed, and by these presents doth grant, bargain, sell, enfœff, alien, convey, and confirm, unto the said Joshua B. Brant, his heirs, and assigns, all that certain lot, piece, or parcel of ground situate, lying, and being in the city of St. Louis aforesaid, in block (No. 28) twenty-eight, and containing twenty-three feet and a half fronting westwardly on Second street, and running eastwardly one hundred and thirty-seven feet; bounded westwardly by said Second street, or Church street, which separates the same from the lot of Pierre Barribeau; northwardly by the lot of said Joshua B. Brant; eastwardly by an alley which separates the same from the lot of said Pierre Chouteau, sen.; and southwardly by lot of said Pierre Chouteau, sen; the northern boundary of the said sold lot being at the distance of forty-nine feet northwardly from the southern edge of Laurel street; together with all and singular the privileges and appurtenances thereunto belonging, or in any wise appertaining; to have and to hold the said granted, bargained, and sold premises, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, unto him, the said Joshua B. Brant, his heirs, and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all incumbrances whatsoever.

In witness whereof the parties to these presents have hereunto set their hand and seals the day, month, and year first above written.

PIERRE CHOUTEAU. [SEAL.]

Test—the word "Brant" valid.
M. P. Le Duc.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this 16th day of July, in the year of our Lord one thousand eight hundred and thirty, before me, Mary Philip

Leduc, a justice of the county court in and for the county aforesaid, came and appeared Peter Chouteau, sen., who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing as having executed the same, and acknowledged the same to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice county court, St. Louis county.

STATE OF MISSOURI,
County of St. Louis, ss:

I certify, that the within instrument of writing is truly recorded in my office, in book Q, page 74.

Given under my hand and seal of office, this 19th day of July, 1830.

[SEAL.]

ARCHIBALD GAMBLE,
Recorder.

Deed—P. Chouteau to J. B. Brant.

19. A deed from Pierre Chouteau to Joshua B. Brant, in the words and figures following, to wit: This deed, made this fifth day of March, in the year of our Lord one thousand eight hundred and thirty-four, by and between Peter Chouteau, grantor, party of the first part, and Joshua B. Brant, grantee of the second part, both of the city and county of St. Louis, and State of Missouri, witnesseth: That the said grantor, for and in consideration of the sum of one thousand dollars, to him in hand paid by the said grantee at and before the ensealing and delivering hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said grantee, his heirs and assigns, all that certain lot, piece, or parcel of ground, lying and being situate in the city aforesaid, in block number (28) twenty-eight, on the plat of the said city, and containing thirty-five feet fronting westwardly on Second street, and running eastwardly to an alley; bounded westwardly by said Second street; northwardly by lot of said grantee; eastwardly by said alley which separates the same from the lot where said grantor now lives; and southwardly by lot of the said grantor; to have and to hold the said granted, bargained, and sold lot, piece, or parcel of ground and premises, together with all and singular the privileges and appurtenances to the same belonging or in any wise appertaining, unto him, the said grantee, his heirs and assigns, and to his and their proper and only use, benefit, and behoof forever, free and clear of all encumbrances whatever.

In witness whereof the said grantor hath hereunto set his hand and seal, on the day, month, and year above written.

PIERRE CHOUTEAU. [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that, on this fifth day of March, in the year of our Lord one thousand eight hundred and thirty-four, before me, Mary Philip Leduc, one of the justices of the county court within and for the county aforesaid, came Peter Chouteau, esquire, who is personally known to me to be the person whose name is subscribed to the above instrument of writing as having executed the same, and acknowledged the said instrument to be his act and deed for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

M. P. LEDUC,
Justice county court, St. Louis county.

STATE OF MISSOURI,
County of St. Louis, ss:

I, Archibald Gamble, clerk of the circuit court and ex officio recorder for the county of St. Louis, hereby certify, that the foregoing instrument of writing is truly recorded in my office, in book T, page 347.

Given under my hand and seal of the said circuit court, at office, this 17th March, 1834.

[SEAL.] ARCHIBALD GAMBLE, *Recorder.*

20th. The assessment of lot in block 65 for the year 1833, as follows, to wit:

Assessment [of] lot.

Names of owners.	No. block.	Street or avenue.	Feet front.	Feet deep.	Value.	Boundaries.
Barribeau, Adrien..	65	2d	37½	115	700	N. Laurel et E. 2d st., S. P. Barribeau, W. Hunt.
Barribeau, Pierre...	65	2d	37½	115	600	N. A. Barribeau, E. 2d st., S. Loisel, W. C. Hunt.
Loisel, Amaranthe..	65	2d	37½	115	650	N. Barribeau, E. 2d st., S. Merry, W. C. Hunt.

I, Sylvester V. Papin, register of the city of St. Louis, do hereby certify, that the foregoing is a correct transcript of the assessment of the property therein described from the assessment book for the year eighteen hundred and thirty-three.

In witness whereof I have hereunto set my hand and affixed the corporate seal of the city of St. Louis, this fifteenth day of April, A. D. 1850.

[SEAL.] S. V. PAPIN, *Register.*

21st. The copy of a power of attorney from Euphrasie T. Perry and Pierre Barribeau to John Delafield and Benjamin A. Massey, in the words following, to wit:

P. A. [*from*] *Perry and Barribeau to Delafield and Massey.*

Know all men by these presents, that, whereas we, Euphrasie Terese Perry and Pierre Barribeau are seized in fee of an undivided interest in and to certain real estate in the State of Missouri, and particularly in and to block numbered sixty-five, in the city of St. Louis; and also in and to a lot in the prairie near St. Louis, called Grand prairie, St. Louis county, containing one and one-half arpens in front, by forty arpens in depth, bounded north by a lot formerly belonging to Benito Vasquez, and south by a [lot] formerly belonging to Joseph La Croix; and also to other real estate in Missouri as well as in Illinois. Now know ye, that we, the said Euphrasie Terese Perry and Pierre Barribeau, jointly and severally, have made, constituted, and by these presents do jointly and severally make, constitute, and appoint, John Delafield and Benjamin A. Massey, of Memphis, Tennessee, or either of them, our and each of our true and lawful attorneys or attorney for us or either of *thus*, and in our and each of our names, and for our or either of our own use and benefit, jointly and severally, to take all lawful ways and means, at our or either of our proper costs and expenses, to demand, sue for, recover, reduce into possession, and receive the undisputed possession of our or each of our own respective interests in and to the tracts of land aforesaid, or either of them, or any part thereof; to remove all cloud from the titles thereto, and encumbrances or impediments to our or either of our immediate possession; to make any compromises necessary or probable for the more speedy obtaining possession thereof, or any part thereof, or of the proceeds, value, or price of the same, if, in the opinion of said attorneys, or either of them, the same shall be expedient; and to do and perform any and every thing to them or him seeming advisable to be done and performed, for the procuring for us or either of us the immediate and absolute possession and control of said estate; and also to sell, grant, and convey the same, absolutely and in fee simple, for said price or sum of money, and to such person or persons as said attorneys, or either of them, shall think fit and convenient; and also for us or either of us, and in our and each of our names, to seal, execute, and deliver proper deed or deeds, conveyance or conveyances, for the better assuring and confirming to the purchaser or purchasers of said real estate, or any part thereof, and to acknowledge the same before the proper officer for registration; and also to execute, in our or either of our names, the proper receipt for the payment of said moneys, or for the satisfaction of our and each of our interest in said real estate, or any part thereof; and such moneys, values, rates, or exchanges so received by said attorneys, or either of them, the same, after retaining and deducting such charges, sums, or payments, for their or either of their services, as they or either of them may deem right and proper, and in this we and each of us

desire to be very liberal, the balance thereof to pay over to us in our separate rights respectively, ratifying, allowing, and holding, for firm and effectual, all and whatsoever our said attorneys, or either of them, shall do in and about all the matters aforesaid, and every part thereof; and we and each of us do hereby declare, agree, and bind ourselves, and either of us, that these presents are and shall ever be irrevocable, without the written consent of said attorneys herein first endorsed.

In testimony we have each set our hands and seals this 19th day of October, A. D. 1848.

EUPHRASIE TERESE her ⋈ mark PERRY, [SEAL.]

PIERRE his ⋈ mark BARRIBEAU. [SEAL.]

Signed, sealed, and delivered, in presence of—
[Illegible] and JUSTUS SLOTT.

STATE OF TENNESSEE,
County of Shelby.

Personally, on this twentieth day of October, in the year of our Lord eighteen hundred and forty-eight, before me, the subscriber, clerk of the commercial and circuit court of Memphis, in said county and State, which is a court of record having a seal, appeared Nicholas Hooper and Justus Henry Slott, subscribing witnesses to the foregoing power of attorney, who, being first sworn, depose and say: That they are acquainted with Euphrasie Terese Perry and Pierre Barribeau, who are the persons who executed the said power of attorney, and that they acknowledged the same in their presence to be their act and deed upon the day it bears date; and also at the same time, in company with said subscribing witnesses, came before me the said Euphrasie Terese Perry and Pierre Barribeau, each of whom were proved, by the oaths of the said Nicholas Hooper and the said Justus Henry Slott, two credible and disinterested witnesses, to be the same persons who subscribed and executed the foregoing instrument of writing as parties thereto, and acknowledged the same to be their several act and deed, for the purposes therein contained; and who declared that the same had been carefully read over to each of them; that they are each fully acquainted with the objects, terms, and contents thereof; that they freely and voluntarily signed, sealed, and delivered the same; and that they are still satisfied therewith.

In testimony whereof I have hereto set my hand and affixed the seal of said court, at office, in the city of Memphis, in the said county of Shelby, and State of Tennessee, this twen-
[SEAL.] tieth day of October, in the year of our Lord eighteen hundred and forty-eight.

WILLIAM T. AVERY, *Clerk.*

Filed and recorded October 26, 1848.

S. D. BARLOW, *Recorder.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, recorder within and for the county aforesaid, certify, that the foregoing is a true and correct copy of an instrument of writing that was filed in my office October 26, 1848, as fully as the same, and the certificate of the acknowledgment thereof, now remain of record in book Z, No. 4, page 45, and following.

Witness my hand and seal of office, April 11, 1850.

[SEAL.]

S. D. BARLOW, *Recorder.*
Per J. A. CAPRINO, *Deputy.*

22d. Also the testimony of witness as follows, to wit:

Testimony—D. D. Page.

Daniel D. Page, sworn.

Question. When did you come to St. Louis?

Answer. In 1820.

Question. Have you been familiar with the price of land here at various periods since then?

Answer. Tolerably so; since I commenced buying property, which was in 1827.

Question. Were you acquainted with the value of property in 1833; and, if so, what was the value of property on the corner of Second street and Washington avenue?

Answer. I purchased some property about that time, either the year before or afterwards; all I know about the value of the property in question at that period is from hearsay.

Question. Give your opinion.

Answer. I was indirectly interested in a lot south of this property, which Dr. Merry purchased from Joseph White. My interest was so far as this: Dr. Merry, Mr. Letcher, and myself were securities for White upon his note; this lot was 60 feet front; it was agreed on at first that we should have the lot at $800, but afterwards he gave $1,000 for it.

Question. From what you know of the value of property, would that be a fair estimate for it? [Plaintiff objected, and court sustained the objection.]

Question. What is your opinion in regard to that sale?

Answer. I bought property on Main street in the beginning or latter part of 1828, for which I gave $34 or $35 a foot; I never heard feet talked of before 1834 or 1835; it was by the acre before that; about that time property was about three times more valuable on Main street than it was on Second street. I should say in 1833 the property in question was not worth more than $30 a foot; the property I purchased in 1828 is located in the block diagonally above the tobacco warehouse block; I bought 40 French feet running from Main street to Front street, the lot fronting on each street; this property I gave $3,000 for;

the depth of this property is about 220 feet, being about a hundred feet for each lot and something for the alley.

Question. At what period did property become valuable on Second street, as business property, north of Locust street?

Answer. It has taken an immense rise within four or five years back; it was not considered very valuable previous to merchants moving there from Front street, some four or five years ago.

Question. How did property increase from the time you bought to 1835?

Answer. In 1828 I built on Front street, and in 1829 on Main street; there seemed to be very little increase from that time up to 1835; in 1835 property took an immerse rise, and doubled in value; I think it doubled in six months from that time, and some more than doubled; I judge from the way I rented my buildings; at that time I had twenty applications where before I had but one.

Question. Was there any other warehouse on Chouteau's lots, Second street, at the time Brant built the tobacco warehouse?

Answer. I don't recollect of any *of any* consequence.

Question. Do you recollect when that warehouse was built?

Answer. No, I do not; some six or seven years ago, I think.

Question. Do you recollect when Brant built the warehouse opposite to the one you are speaking of?

Answer. Can't exactly tell; it seems to me the first one was built in the neighborhood of 1834.

Question. Do you recollect when the big storm was?

Answer. Yes, it was in 1833; I recollect that it blew down the market house and several other buildings; I think it blew down a part of that warehouse wall; the storm was about June, 1833.

Question. Do you remember whether there was any improvements on the east side of Second street, excepting this house on Chouteau's lot?

Answer. Dr. Tiffin built a house on the southwest corner of the block, but I don't recollect whether he done business in his house or not.

In answer to question by the court. In 1833 property on Second street was not worth more than $30 a foot.

Cross examination.

Question. Do you form your estimate of the value of property on Second street from the sale of lots north of the property in question?

Answer. Somewhat so.

Question. To what sales on Second street about that time do you allude?

Answer. There was some sales about the corner of Green and Second streets, on the block second above the block on which the warehouse stands; these sales were four or five years previous to 1833, and I think the general estimate then was $15 a foot.

Question. Do you know of any sales on Second street near the property in question in 1833?

Answer. No; I do not.

Question. Do you know of any sales on Second street in 1833 at all?

Answer. Only from hearsay.

Question. Do you know of any sales between 1829 and 1833?

Answer. No; I cannot put down in my mind the particular time.

Question. The transaction in which you *was* interested—give the history of it?

Answer. Letcher, Merry, and myself were security for White; he had paid all the debt except $1,000; he proposed to sell the lot, and neither Letcher or myself wanted it; Merry agreed to take it at $800; White asked $1,000; it was Hobson's choice to take the lot or get nothing for the debt, and Merry took the lot at $1,000; the lot is directly south, and I think adjoins the warehouse lot; this transaction must have been in 1832, 1833, or 1834, I can't exactly say which.

Question. How much had White paid on the debt up to that time?

Answer. We went security for $2,000, which from time to time was diminished into the amount I have spoken of.

Question. Had White been sued?

Answer. I can't say.

Question. Did you get any interest in the lot?

Answer. No, sir.

Question. Was the debt for which you *was* security in consideration for the lot or not?

Answer. As to that I don't know; I think White was sued, but not for the security we endorsed; I don't think we were secured by the lot; we were secured in some way; these transactions were in the neighborhood of 1832 and 1834.

Question. By Hobson's choice, did you mean the lot was a hard bargain?

Answer. I did mean the lot was high at $1,000, and don't consider it was worth more than $1,000.

Question. If this was in 1832, why do you put the lot along side at double that value?

Answer. I say the lot on the corner in 1833 was not worth more than $30 a foot, and from 1829 to 1833 there was very little change, but a gradual increase in property all the time.

Question. Was the value of real estate on First street worth more than it was on Second street in 1833?

Answer. Yes; worth two or three times as much.

Question. Was that on Second street worth as much as that upon Third?

Answer. I think after you passed Main street there was not much difference in value from Second back to Fifth street; from that point out there was a gradual decrease.

Question. Do you know the value of property on Eighth street in 1833?

Answer. There was no Eighth street at that period according to my recollection; the city limits only extended back to Seventh street.

Testimony [of] J. B. Sarpy.

John B. Sarpy, sworn.

Question. (Paper shown witness, confirmatory deed of 1836,) look at that?

Answer. This is my signature, and I wrote the words "Pierre Barribeau, witness," and the date; I was present at the execution of this deed, and believe Pierre Barribeau, the man who granted the ground therein described, was employed by me at the time.

Question. How long had he been employed by the Fur company?

Answer. He had been working many years for us; from June, 1827, at which time we moved the Fur company office from Market street to the corner of Vine and Water streets; at that time Pierre Barribeau commenced working for us in the skin department, and continued so to work until about the year 1830 or 1831, at which period we commenced engaging him to go up the Missouri river, either to Kanzas or Black Snake Hills, where his stay would be continued about eight months; he would then repair down to St. Louis, and, after taking his frolic, would again go to work.

Question. How old was Pierre Barribeau in 1827?

Answer. Suppose he must have been sixteen or seventeen years of age, but can't say exactly; he was a stout fellow, and could do the work of a man about the skins; we gave him the same wages we were paying full grown men.

Question. Did you know old man Barribeau?

Answer. Yes; I knew him from my boyhood.

Question. State what you know about this suit.

Answer. About two years ago I heard of this difficulty, and feeling some interest in the matter, inasmuch as I had witnessed it, I met Pierre in the upper country, and asked him how it was that he was suing for this piece of property that I was a witness to; he replied that he had no pretensions at all to this property; that he had no claims to this ground; that it was some other property he was claiming, and for which he had a law suit; indeed, he repeated the same thing in my office in November last; I told him then that I understood it was the same piece of ground; he said, no, it was some other land.

Question. Did he tell you where the property was?

Answer. No, sir.

Question. Do you remember the value of property in St. Louis in 1833?

Answer. At that time I paid very little attention to property; it was very little sought for; I am aware of sales in the vicinity of the lot in question made by Mr. Chouteau.

Question. How much was the Barribeau lot worth in 1833?

Answer. If I judge from sales in the vicinity I should say it was not worth more than $30 a foot; the sales referred to were immediately opposite, on the east side of Second street; at that time the eastern side of the street was most valuable.

Question. What was the pecuniary situation of Mr. Chouteau when these sales were made?

Answer. Since my recollection of Mr. Chouteau, in 1808, he never knew what want was; I think he was one of the founders of the town.

Question. (Several deeds shown witness.) Where is that property?

Answer. Barribeau's property was on the west side of Second street, and the property described in these deeds is on the east side of the same street, and directly opposite; Chouteau owned the whole block, and divided it into blocks; I recollect of his selling an inside lot for $35.

Question. What would the corner lot opposite be sold for about that time?

Answer. I don't know; I expect about $30 a foot.

Question. Have you any recollection of being present at the signing of the deed of 1736?

Answer. Yes; and I gave Barribeau the purport of the deed before he signed; I am confident of that; Barribeau worked for me and had great confidence in me, and I suppose that is the reason I was called to witness this deed.

Question. At what time were Chouteau's sales made?

Answer. From 1830 to 1834; I don't think he sold any property prior to 1830.

Cross examination.

Question. Do you remember where this deed of 1836 was executed?

Answer. In St. Louis; the exact place I don't remember.

Question. Do you remember what persons were present at the time?

Answer. Mr. Haverty was present for one; I remember we had a conversation about this matter about two years ago, when he mentioned to me he was a witness to the deed; I don't remember that any one else was present; I suppose I was called to witness this deed from Barribeau's request, as he was working for me and had confidence in me.

Question. He needed a friend to see how it was done, didn't he?

Answer. He did not tell me it was confidence that induced him to request me to witness the signing; I took it to be so.

Question. Did you read the deed to him?

Answer. Yes, sir; I am not sure that I read the whole of it; I certainly gave him the particulars, the contents.

Question. Did you say any thing about the matter independent of reading the deed?

Answer. Not to my recollection.

Question. Did he receive five dollars in money in your presence?

Answer. I don't remember what money he received, but I knew a

part of the money he received from Brant was deposited in my hands, and I think this was when the deed was executed.

Question. The deed bears date in 1836; is that the time he deposited?

Answer. Yes; I think it is; my memory is not very good, and I made no memorandum or record of it at the time; I know Barribeau left money in my hands which I afterwards sent to him at Kanzas.

Question. State what amount of money it was.

Answer. I can't say; I have no recollection of the amount, nor have I any memorandum of it.

Question. Who put the money in your hands?

Answer. Barribeau; and I think I sent it to him by Mr. Chouteau, with whom he was working at the time at Kanzas.

Question. You have a trading company there, have you?

Answer. Yes; and one at Black Snake hills; I am confident that when this money was deposited with me the deed had been witnessed and explained to Barribeau, and that the money was from Colonel Brant.

Question. How long did the money remain in your hands?

Answer. I can't say whether a year or six months; I have tried to find data upon which I could be positive, but found none.

Question. Was it not a very small amount that was paid into your hands?

Answer. I have no recollection.

Question. Did it amount to several hundred dollars, or was it a $100?

Answer. I can't state.

Question. Did it amount to $50?

Answer. I can't say; I don't remember.

Question. You are certain you had some money?

Answer. Yes; I am.

Question. Did you ever see a receipt from Pierre Barribeau for that money?

Answer. Not to my knowledge.

Question. Did you go with Pierre Barribeau on the day the deed was attested to the place where it was executed?

Answer. I must have went with him; when I wrote his name and filled the dates he was present; I am certain about that; I had no interest in the trade further than Barribeau was living with me.

Question. Did you see any money paid over on that occasion?

Answer. I have no recollection.

Question. Was the sum named in the deed the true amount of purchase?

Answer. I have no recollection; I know Barribeau did receive money, but when, or where, or how much, I have no recollection.

Question. Do you recollect any excuse assigned for not paying it over when the deed was signed?

Answer. I have no recollection.

Question. Did Pierre ask Brant for money?

Answer. I have no recollection.

Question. Can you tell whether the money paid amounted to $5.00?

Answer. I can't tell; I know money was left in my hands; presume it was as much as $100, as Barribeau would not draw on me for $5.

Question. Do you know Pierre Barribeau's age?

Answer. I do not; he was a pretty stout boy in 1827.

Re-examination.

Question. Did Pierre, after 1827, and up to 1833, return to St. Louis from the Indian country?

Answer. Yes; at that time we got our outfits up in keel boats, which would leave here from the first of August to the middle of September, and the men who took the boats up returned invariably in the spring following.

Testimony—Wm. Finney.

William Finney, sworn.

Question. How long have you resided in St. Louis?

Answer. Since 1818.

Question. Did you know Pierre Barribeau, the old man?

Answer. I did.

Question. Do you recollect Pierre, the youngest child?

Answer. Yes, sir.

Question. State what his apparent age was when you first knew him.

Answer. When I first came here I was a lad about fifteen years of age, and soon became acquainted with the boys in the neighborhood; and, as is usual, associated with them for pastime. The lad Pierre was among the number of my acquaintances, and I judge from his size and appearance at that time that he [was] six or seven years of age, that is in 1818.

Question. Was he large enough to be running about engaging in pastime amusements?

Answer. Yes; he was engaging in plays and sports about the streets.

Question. Where did you reside at that period?

Answer. When I first came here, on Second street, corner of Vine; the two following years I lived in the next house adjoining on the south; perhaps one house was between us.

Question. Have you had any acquaintance with the value of property?

Answer. Yes, some; I have bought and sold some little.

Question. Have you any recollection of the value of property in the neighborhood of Second street and Washington avenue in 1832 and 1833?

Answer. In 1828 and '9 I purchased some property on Second

street, and after that paid very little attention to property, until application was made to me to purchase this lot in question; the lot I purchased in 1828 or 1829 is on Second street, above the corner of Green, and was 43 feet front and 150 or 160 feet deep, to an alley; Green street is the street above Washington avenue; for this lot I paid $500, it being next to the corner; the lot above me sold for $450, and the lot below me, on the corner, sold for $600; these were cash sales, and in 1828 or 1829; the next time my attention was directed to Second street property, was an application from Pierre Barribeau to purchase this lot, the lot in question.

Question. What was the difference in the value of property between 1828 or 1829, and 1823? [1833]

Answer. I suppose there was a difference, but how much I can't say; I paid little attention to property from the time of my purchase to Pierre's application; Pierre Barribeau came to me after 1830, and wanted me to purchase his lot, and offered it to me with his brother's interest for $2,000; I believe I made him an offer, but what it was I don't recollect; he came to me again, and I think I agreed to take the lot at $2,000, fixing the payments to suit myself; $250 in cash, and the remainder in equal instalments; he declined, and then offered if I would pay him $1,800 cash I could have the lot; his offer I declined; then he remarked that Mr. Brant had offered him $1,800; $800 in cash, and $1,000 in something else; I don't remember what it was; property, perhaps.

Question. What was your opinion of the speculation at $1,800 cash?

Answer. I declined it; I did not consider it a speculation.

Question. Do you know the Eighth street house, called the Wingate house?

Answer. I believe I do.

Question. What was it worth in 1833?

Answer. I don't know that I am a judge of the value of property in that neighborhood.

Question. You said the offers to sell you the warehouse lot were made by Pierre?

Answer. No; Adrian was the person who made the offers, not Pierre; that was a mistake.

Cross examination.

Question. Was Pierre in St. Louis when Adrian made you the offer?

Answer. I am pretty sure he was not, from a remark made by Adrian. Pierre was absent from the city some years, but where he was I can't say; I never had any conversation with him about the sale of the lots.

Question. Do you recollect how many children old man Barribeau had?

Answer. I think he had three sons; and there were two girls about the house, one of whom I understood was not his child; she was called Euphrasie.

Question. Which child was six or seven years old?

Answer. Pierre.

Question. What was the age of the others?

Answer. They might have been about two years apart; Pierre was the youngest, Perrin next, and Adrian next. I was older than Adrian. My impression is, they were all of the same mother. When speaking of their different ages, my opinion is founded, altogether, upon my recollection of their appearance and size.

Question. Do you know when old man Barribeau died?

Answer. My impression is it was from 1827 to 1830; can't tell the year.

Question. Did the boys all live together until the death of their father?

Answer. I moved from their neighborhood in 1821, upon the hill, and it being some distance off, I knew but little of them after that.

Testimony—Benoist.

Wm. Benoist, sworn.

Question. How long have you been a citizen of St. Louis?

Answer. I am a native; have been here since 1828, and was acquainted with the value of property in 1833, but have forgotten.

Question. Do you know of any sales of property on the block bounded north by Washington avenue, south by Vine street, east by Second street, and west by Third street?

Answer. In the year 1832 or 1833 I bought the City Hotel property from Col. O'Fallow, and shortly after this purchase he offered to sell me the lot immediately east of that property, on the corner of Second and Vine streets; which lot, I think, was about 60 feet front, and run back 150 feet, and came up to the City Hotel; this lot he offered to me for $1,500, but I did not buy it.

Question. Which part of the city, at that time, was regarded as the most valuable, ranging from north to south?

Answer. The southern part, near Market street. I recollect that where I resided, six or eight blocks south of Market street, was regarded as most valuable.

Question. How far is it from Market street to Washington avenue?

Answer. From Market to Chesnut is one, Chesnut to Pine is two, Pine to Olive is three, Olive to Locust is four, Locust to Vine is five, and Vine to Washington avenue is six; six blocks. After I purchased the City Hotel, Col. O'Fallow had given his brother the lot adjoining on the north, which is 30 or 40 feet front. This lot I purchased from Maj. O'Fallow for $600, and on ten years' credit, upon condition that, whenever I chose, I could give it up by paying the interest. My means were small, and, as I did not want to go in debt, I gave it up. I do not recollect whether the interest was 10 or 6 per cent.

Question. At what time was this purchase made?

Answer. I do not distinctly recollect; it may have been in 1832 or 1833. I gave the property up two or three years after that.

Question. Did the situation of the lots, in the block you speak of, render it possible to leave an alley through the block, traversing north and south, or was any provision made for an alley?

Answer. Efforts were made to get an alley, but they did not succeed for a good many years after 1833. The existence of an alley through a block renders the lots more valuable, I believe. The property which I bought (the City Hotel property) is upon the southwest corner of the same block upon which this property in question stands. The property in question is upon the northeast corner of the same block.

Cross examination.

Question. About the time you speak of, what was a lot worth on the west side of Eighth street, south of Franklin avenue?

Answer. I cannot express an opinion. In 1838 I bought half a block, on the corner of Pine and Eighth, from Judge Lucas, and paid him $12 a foot; and for the corner of Ninth and Pine I paid $10 a foot. There was a very great rise in property between 1832 and 1838.

Question. In 1833 how much was property worth immediately south of Franklin avenue and Eighth street?

Answer. To give my opinion, I think it could have been bought for $3 or $4 a foot. I recollect Dr. Farrar bought a whole block on Sixth street from Wm. Christy, for which he paid $2,000, making it between $4 and $5 a foot.

Question. What did you give for the City Hotel property?

Answer. About $6,000, in six annual instalments, without interest. At the time I purchased it, I got a rent of about $500 for it; additions have been made to the house since then.

[Witness subsequently came into court and corrected his testimony on main examination, by stating that the City Hotel property was purchased on the 6th day of November, 1827, and not in 1832, or 1833, as he previously stated.]

Testimony.—C. Le Beau.

Chauvin Le Beau, sworn.

Question. Were you in the city of St. Louis in 1828?

Answer. I think I was; and had been here previously. I am a native of the city.

Question. Did you know Pierre Barribeau, the young man?

Answer. I did; and first knew him many years ago, when we were boys.

Question. According to your knowledge and opinion how old was he, Pierre, in 1833?

Answer. I can't tell exactly his age; I can say this much, that I knew the family very well, the old man and his children; we lived close together. I can tell the age of Adrian and Perrin better than I

can the age of Pierre; my brother Francis was born January 3, 1808, and he was about the age of Adrian. I was born February 24, 1810, and I was about the age of Perrin. If any, Perrin was larger in size and taller than I was.

Question. How much younger than Perrin was Pierre?

Answer. I cannot say exactly; I suppose some two or three years.

Question. Were you acquainted with the value of property here in 1833?

Answer. I made a purchase in 1834 on Second street, in the block just below the one in question; it was the second lot south of the corner of Vine; there were improvements on the lot, a brick dwelling house, ice house, kitchen; the lot was 26½ feet front by 150 deep to an alley; I gave $2,500 cash for that property.

Question. How much would it cost to put up such improvements as were upon the lot at that time?

Answer. The house was built in 1832 by a brother of mine; as to their exact cost I cannot say, but I should say the buildings were worth at least $2,000 at the time I purchased.

Question. What was the price of property in 1834 compared with 1833; was it worth as much or more?

Answer. I should suppose there was not a great deal of difference, but if any thing, it was worth more in 1834 than in 1833.

Question. Were you acquainted with the lot purchased by Mr. Alexander?

Answer. Yes; it is on the same block; I remember the improvements upon that lot.

Question. What were the improvements worth?

Answer. I heard Mr. Alexander's valuation, which I think was a fair one.

Cross examination.

Question. You, of course, have no recollection of Pierre's birth?

Answer. Oh, no, sir; we growed together, and being about one age, I could not recollect his infancy. They (Barribeaus) lived on the corner of Washington avenue and Second street, and I lived 40 feet from the corner of the next street.

Question. You are older than Pierre?

Answer. Yes, sir.

Question. Do you recollect the date when old man Barribeau died?

Answer. No, sir.

Question. Do you recollect when Adrian died?

Answer. To my recollection he died after the old man.

Question. Did the old man live upon this lot at the time he died?

Answer. Yes, sir.

Question. Who occupied after his death?

Answer. Don't know; think I have seen a shop upon it; the house was made of hewn logs standing uprightly upon masonry; it contained two rooms.

Question. Do you recollect that house in 1833?

Answer. I don't recollect the year it was taken down, and don't think it was taken down until long after the year 1833.

Question. What was the house worth in 1833?

Answer. It was not worth much; it was an old house, and had greatly gone to rack.

Question. Was it tenantable at that time?

Answer. It might have been for old man Barribeau and his family; there was no public alley through the lot I purchased; there might have been a private alley.

Testimony—Father Saulnier.

Rev. Father Saulnier, recalled.

Question. Did you examine the baptismal records of which you have charge, for the purpose of seeing how many Pierres are entered there, born of unknown parents?

Answer. Yes, sir; and the certificates shown me contain all such Pierres found on the record from the year 1806 to 1818, inclusive; they are the only Pierres registered in that period, born of unknown parents; I could not find any body by the name of Barribeau upon the register.

Questions by the court.

Question. Is it a uniform custom to state on the register of baptisms the date or time of birth?

Answer. The register is not for births, but baptismals; we keep no register of births. Sometimes we baptize a child five, six, or seven years old, and the date of birth is not exactly known; with such exceptions, the date of the birth is generally registered. In two or three hundred baptismals there may, perhaps, be one such instance, that the date of birth is not given.

Cross examination.

Question. Have you examined your record to ascertain whether there is any record of the baptism of Pierre Barribeau?

Answer. Yes, sir; I examined the record and could find no name of Barribeau from 1806 to 1818, or even 1819.

Question. Did you find any record between those dates of the baptism of any body named Loiselle?

Answer. No, except Rogers Loiselle and his sisters; there were two or three of them, but they were children of lawful marriage.

Re-examination.

Question. Is it usual when you bury a person to state the age of the person on the burial certificate?

Answer. Yes, when we know the age.

By the court. Question. Is there a separate register of births kept?

Answer. No; there are three registers kept, baptismals, marriages, and sepulchral.

Testimony—Samuel Russell.

Samuel Russell, sworn.

Question. Did you ever see Pierre Barribeau; and if so, when?

Answer. Yes; some 15 or 18 months since I called to see Colonel Brant on business, and found in his office a half Indian by the name of Pierre Barribeau. When I went into the office Brant and he were examining some papers which they had before them, a deed and plat of ground; Colonel Brant was pointing the ground out upon the plat and called my attention to it, and spoke of its being the warehouse property, and that that man was one of the heirs from whom the property was bought. In the first of the conversation Barribeau disclaimed having any claim on Colonel Brant, and said his object in coming to see him was in relation to some other property, located below that purchased by Brant, and which was pointed out at the time on the plat, and marked. (Plat shown.) The property checked off here, I think, is the same property. The colonel referred to some papers he had, and read them; Barribeau said several times, "I have no claim on you; I know you paid me up." This took place at least a year ago. When Barribeau left, Brant gave him a note to a lawyer, (Mr. Gantt,) and told him Mr. G. would examine his papers. In fact, he asked Colonel Brant to refer him to some lawyer in the city, and then Brant gave him the note to Gantt.

Questions by the court.

Question. Did the person you saw at Col. Brant's say anything of being one of the heirs of this warehouse property?

Answer. I understood him to say so; if I understood him aright, he said there was a piece of property south of this that he had never been paid for. It seemed to me he attached some blame to the administrator, or somebody who I do not recollect.

Cross examination.

Question. Was anything said about a suit pending for that property?

Answer. I don't recollect anything of the kind; I think from what passed between him and Col. Brant, that he was a going to get some one to inquire into it to bring suit, or something to that effect; Brant gave him the note to Gantt as he was about leaving.

Question. Were the papers they were examining the papers of Col. Brant?

Answer. Yes, sir; the man brought no papers that I know of; Col. Brant checked off the property in that plat.

Question. Was the man's name mentioned in the interview?

Answer. Col. Brant may have called his name, but I can't say.

Question. When leaving, was your attention called to the interview?

Answer. Col. Brant said some difficulty might occur from these inquiries, and he wished I would recollect what passed.

Question. Have you ever seen that man since?

Answer. I think not; I never *seen* him before that interview to my knowledge.

Testimony [of] I. A. Letcher.

Isaac A. Letcher, sworn.

Question. How long have you been in St. Louis?

Answer. Thirty-four years this day; I came here on the 17th April, 1816.

Question. State, if you knew, the value of property near the corner of Second street and Washington avenue in 1833?

Answer. I cannot give you a correct idea only by referring you to occurrences in 1831; Dr. Merry, Mr. Page, and myself, were endorsers for White; he owned a lot immediately west of the warehouse lot, the size of which I don't remember; as the note was about to be dishonored, Dr. Merry took the lot at $1,000, and secured the other endorsers; I told him property would look up.

Question. How much was that lot worth in 1833?

Answer. I can't tell.

Cross examination.

Question. You say this transaction was in 1831?

Answer. Yes; the United States Bank had just been established here, and I thought property would look up.

Question. Did property look up after that?

Answer. It did in some respects, and in some portions of the town more than in others.

Question. How was it about that portion of the town; did it look up as much as in other parts?

Answer. It did; on Second street, for three or four squares above this property; business increased up town, but on Second street at that time it did not extend above Locust; and on Main street but little business was done above Washington avenue.

Question. In 1833, what was the value of property on Eighth street, south of Franklin avenue?

Answer. I don't recollect; I lived in the southern portion of the town, and paid very little attention; that section of town was very sparsely settled, and the roads that went out in that direction did not follow the streets as they now are.

Testimony of Samuel Merry.

Dr. Samuel Merry, sworn.

Question. How long have you lived in St. Louis?

Answer. I settled in the place in December, 1820.

Question. Did you know Pierre Barribeau, sen., and Pierre Barribeau, jr.

Answer. Yes; I knew them both.

Question. When did the old man die?

Answer. Think it was about 1830; am not positive.

Question. Did you know the mother of the children by him?

Answer. Yes; the old man appeared to be a Canadian Frenchman, mixed with negro or Indian blood; the mother was much darker, and might be called a negro; I would call her so.

Question. Where did they live?

Answer. On the lot corner Second street and Washington avenue.

Question. What was the age of Pierre in 1830?

Answer. At the time I purchased the lot from Joe White, I suppose Pierre, from what I seen and knew of him, was at least eighteen or twenty years of age, and I think over that; I practised medicine when I came here, and had often gone in to see the family; they were charity patients; I think Pierre was older than the old man said he was.

Question. Can you set a value on the warehouse lot (on the corner of the same block of the White lot you purchased) in 1833?

Answer. Having bought the White lot and built on it, I was anxious to buy a portion of this lot in question, in order to have an alley; I commenced negotiating with Euphrasie for her interest in the lot, and offered what I thought a fair price; while talking with her, Amaranth Loiselle came up and stopped the bargaining; this was in 1831; at that time I only wanted one-half of Euphrasie's undivided interest; Amaranth Loiselle then bought the whole of Euphrasie's interest; being foiled in this I tried to buy the other two interests, Pierre and Adrian's, between 1831 and 1833; I offered them $1,500 for their joint interests; they refused, and said they had been offered $1,800 by Col. Brant, part cash, and part property; it was either $800 in cash, and $1,000 in property, or $1,000 cash, and $800 in property, I can't tell which; I was then told the property was in Foreman's hands; after some little more negotiation I offered $1,650 cash, and said I would give no more; Foreman promised me the refusal of the property, but the next thing I heard about it was that Col. Brant had bought it.

Question. Was any reason assigned for preferring Col. Brant's offer to yours?

Answer. When I heard it was sold I went to Foreman, and he told me the matter had been taken out of his hands and placed in the hands of White; I afterwards saw Adrian, and he told me that he took Brant's offer because they were obliged to have a house to go in, and that I had no house to give him, and Brant had given him a house.

Question. Did you ever become the purchaser of the remaining one-third of that lot?

Answer. Yes, sir; I had been acquainted with Amaranth Loiselle (called Winchester) from 1827, and in 1833 and 1836 I made propositions to her, and in 1836 I bought her one-third; she offered it to me

in 1833, but I never purchased until 1836 (deed shown); this is the deed for that property; in 1836 they asked me $1,000, and the highest I offered was $900; the property had been rising in value every year from 1833 to 1836, when I got it; I had property in Memphis, and wrote to my attorney there to sell it; he did so, and deposited the proceeds in bank; I went to New Orleans, and when I returned to Memphis I got a check for the money in bank, and Mr. Winchester (in whose family Amaranth was living, and by whom he had children,) went to the bank with me; the bank paid me in money which was four per cent. discount here, and being unable to get U. S. money instead bringing money four per cent. discount away with me, I determined to buy the lot, and did so; I gave Euphrasie one thousand dollars for her one-third, $100 more than I thought it was worth; Euphrasie was then living at Mr. Winchester's house; every thing was explained to her, that she had sold the lot to Amaranth and Amaranth to me; three or four deeds were made before I got a right one; Amaranth lived with Winchester, and every thing was done with his approbation.

Question. What number of feet was Amaranth's part?

Answer. Thirty-seven feet some inches, English measure?

Question. Was Euphrasie comfortably situated?

Answer. I thought so; Maj. Winchester was a wealthy man, and had every thing comfortable about him.

Cross examination.

Question. Was Euphrasie living in the family of Winchester in the capacity of a servant?

Answer. I thought not; I saw her several times when at Memphis, from 1833 to 1837.

Question. At the time of the execution of the deed in 1836 had you any conversation with Amaranth, or did you make the trade with Winchester?

Answer. I talked with her, and explained it to her before she sold it; after I got the money from bank, I went with Winchester to Amaranth, and told her I would take the lot, and asked Winchester to draw a deed.

Question. You say Barribeau died in 1830; then it was in 1831 that Amaranth came up and stopped your bargaining with Euphrasie?

Answer. Yes; I don't know whether or not the wife died prior to that, and am not positive which died first; Pierre was the youngest child, and Adrien at that time was living with Joe White; I have no recollection of seeing Pierre in 1833, and don't think he was here; I saw him in 1836; I think Euphrasie went to Memphis in 1833 or '34; I knew Perrin, but not as well as the other children; I think he was dead in 1833; I think there was a family kept up by these persons in 1833, and I know Adrien told me about wanting a house; Adrien was not a married man to my knowledge; I saw Pierre in the spring or

summer of 1836, and, in conversation, he told me he was then of age, had made a second deed to Brant, and got a part of the money; he then offered to sell me some land which the old man had sold to Berry Meechum.

Question. Do you recollect how long after you came to St. Louis that it was you first saw Pierre?

Answer. When I first came here I could tell any child in the place, and knew every individual in the place nearly; I practised physic at that time.

Testimony—Greene Erskine.

Greene Erskine, sworn.

Question. Were you acquainted with the value of property on Second street in 1833?

Answer. In some measure; a circumstance happened in the spring of 1833 which makes me know something of the value of property; I was in partnership with Mr. Rhodes on the levee, and a man of our acquaintance came from Pittsburg to invest money in real estate, and he came to us for information; I went about with him, and looked at various pieces of property which were for sale, and among such I remember distinctly of looking at some lots near the corner of Second and Locust streets; these lots fronted on Second street, and run back 150 feet, I think; the price asked was $22 a foot; I recommended the gentleman to purchase these lots, but he declined on the ground that they were too high; these lots were on the same side of the street, and about two blocks below the property now in dispute; I thought it a good bargain at that price, but he declined purchasing, and thought they were too high; my impression is, that was the ordinary price of property about there; the streets were not improved then; I recollect distinctly that what I have stated was in the spring of 1833; I came here in 1832 and this was in the spring following.

Cross examination.

Question. Do you know any thing about the general value of property in that part of the town?

Answer. I think the price before stated was a fair general value for property in that vicinity; property was very low then, and could have been bought in any part of the city for a mere song; the next winter following Mr. Collier offered me property on the corner of Vine and Water street, and offered it at the same rate he paid three years before, $120 a foot; this was in the beginning of winter of 1833, or latter part of the winter of 1834; within two years after, this same property was sold to Mr. Rodgers for $625; another instance comes to my knowledge of the value of property in 1833, it was a piece of property on Olive street 34½ feet front by 64 deep; was bought for $200; in 1840 I bought it and paid $1,828 for it, and not long since I sold it for $4,000;

this property is on the north side of Olive street, between Third and Fourth, and is three blocks south and one block west of the property in dispute.

Question. What was property on Eighth street, south of Franklin avenue, worth in 1833?

Answer. I can't say; in 1834, or winter of 1835, several of us proposed to purchase Judge Lucas' estate west of Seventh street; several negotiations were made; he first offered it to us at $25,000, then raised to $30,000, then afterwards he asked $35,000, and afterwards he would not sell it at all; these several offers, and final conclusion not to sell, were all in one year I think, and my impression is, that it was in the winter of 1834 –'35, or thereabouts.

[It was admitted by counsel that the real estate of Lucas referred to above was a forty-arpent lot.]

Testimony—J. B. Sarpy.

John B. Sarpy, recalled.

Question. Did you know Buisson, the godfather of Pierre Barribeau?

Answer. Yes; I done business with him; he left the country long ago, and went back to Canada, after the death of his wife; if he lives now he must be a very old man, [he was an old man] when he left, and it has been thirty years since.

Question. Did you know Therasia Hebert?

Answer. Yes; she was the wife of Buisson, and is dead.

Cross examination.

Question. Did you say who the wife of Buisson was?

Answer. I think she was a Hebert alias Le Compte, and known by both names.

Question. Do you know whether she was a relative of the Madame Le Compte who testified in this case?

Answer. Yes; they married brothers, but which I cannot tell; there were four brothers, Dedai, Joseph, Hersant, and Pierre.

In connexion with the foregoing testimony of Mr. Sarpy is filed the following:

Several days after the evidence of Mr. Sarpy had been given in, and after Mr. Polk's argument on the merits of the cause for the plaintiffs, Mr. Sarpy made the annexed explanation.

The money stated by me to have been paid in 1836 must have been paid between 1833 and 1834.

Between '36 and '48 Pierre did not come to St. Louis but 3 times; that is, I did not see him more than 3 times; am satisfied Pierre did not deposit with me, between 1833 and 1834, money coming from Brant, which I sent him either [by] Cyprien or Francis Chouteau; for my life I cannot state the amount.

The date of the deed of 1836 was written by me; it was intended for the "twentieth;" it is written "twenth."

John Goodfellow, sworn.

Question. (Receipt from Joseph White for Pierre Barribeau, dated 31st October, 1833, for the gorge taken from the 8th street property, shown witness.) Did you witness that instrument?

Answer. Yes, sir, I did; that is my signature.

Cross examination.

Question. What do you know of the transaction you witnessed?

Answer. I was asked to go up with Adrien Barribeau and show him the lot he had taken; there was a piece taken off of the lot; I don't recollect whether I met Barribeau at Brants, or whether I went to his own house; I know I went up with him, Barribeau, after seeing it; agreed to take so much for the piece taken off; I think Col. Brant read the agreement to Barribeau, and it is my impression that the money called for was paid at the time; the body of this receipt is in Col. Brant's handwriting.

Testimony—T. T. Gantt.

T. T. Gantt, sworn.

Question. Did you have any conversation with Pierre Barribeau, the plaintiff, in reference to the land in controversy, or some other land?

Answer. Yes, sir; and fix the time of such conversation by reference to a memorandum which Pierre brought me from Col. Brant; it was on the 6th October, 1848; he brought to me the original deed, a copy of which is the first exhibit in complainants' bill; he brought these to me from Col. Brant, and told me he wished me to examine into his title for the property which was marked on that piece of paper, with which I think was a deed from old Barribeau to White; I read the deed, and asked this man what relation he bore to old man Barribeau, and ascertained he was a child born out of wedlock; I asked him "what are you after? He said "that part which is marked;" it is a half a square, and is mentioned in the note of Col. Brant, laying half a block south of the property in dispute; he said that neither White or Meecham had ever paid his father anything for these lots, and that was the reason of his claim, and likewise that his mother did not join in the deed; I think he called his mother "the old woman;" I told him that was nothing to him, that if he claimed under the deed which called for the White lot, as the southern boundary, that it must be Col. Brant's lot he was after; he said "oh, no; I have no claim against Capt. Brant, that Capt. Brant had paid him, but Meecham and White never had; he then said he did not know for certain that the old man had made a deed to White or Meecham, but that they had the property and claimed

it; I told him it was pretty plain to me that he did make a deed, because it was mentioned in the deed of trust; I told him it made no difference to him whether there was a deed or not, that he was not his father's heir; he disputed that point of law with me some time, and also about his mother's dower, and thought it descended to him; these points were gone over and over a half a dozen times, that he had no claim on Brant, that Meecham never paid his father, &c; enclosed is an envelope this man brought to me, a recorder's certificate for a lot in the Grand prairie; I asked him if he had sold that to anybody; he said he had not; I asked him what he wanted to do with it; he said he wanted to sell it to Capt. Brant or anybody else that would buy it; this land had not been located, and the survey had not been perfected; the next time I saw this man he came to my office with Col. Brant. Col. B. remarked that Pierre wanted to sell him the lot in the Grand prairie, and asked me what I thought it was worth; I told him I did not conceive property out there was worth more than $100 an acre; he then asked me about the title; I told him if [he] bought that lot he would buy a law suit; and that if he gave $1,000 to Pierre for it, he would have a chance of laying out another $1,000 in litigation, and then run the risk of losing it; if the title was good, it was worth $5,000; Pierre tried to sell his share, and said if both together were worth $1,000, he would sell his for $500; I told Brant if he bought only a share and litigation ensued, he would have to fight it out for Euphrasie; Pierre said "oh, no; he could get his sister to sign any deed he wanted to; that if Brant would give him $500 for his share, he would go down to Memphis and get Euphrasie to sell her share also." I said you had just as well go down before selling; Pierre said he had no money to go with; Brant asked him how much it would take; he said about $24 or $25; Brant let him have the money and took his note for $24, and asked me to prepare such a deed as would convey this lot to Pierre, the deed to be executed in Memphis; I told Col. Brant the better plan would be to prepare a deed to convey Euphrasie's interest to Pierre, and to let him come home and sell the whole; he assented, and I drew a proper instrument, (deed in blank read; it had never been executed.) (This blank was produced by complainants and shown witness while under examination in chief.)

Question. What had Col. Brant to do with that deed?

Answer. Don't think he ever saw it; I gave the deed to Pierre with instructions.

Question. Had you any directions from Col. Brant to get a release of Euphrasie's interest to the Washington avenue property also?

Answer. Not a word; Pierre insisted on his claims to these lots that White and Meecham bought.

Question. Why did you include that land also?

Answer. I had forgot I done so, and can only answer by saying that Pierre's pertinacity in saying he had a title caused me to do it.

Cross examination.

Question. Have you not been the attorney of Mr. Brant for a number of years?

Answer. Mr. Blair and myself were his attorneys from the year 1841 to the present time; I never was his attorney before; Blair was.

Question. In the interview you have related, were you acting as the attorney for either of these parties?

Answer. Pierre was sent to me in the first instance to see if he had any title, and the following is the note sent by Col. Brant:

ST. LOUIS, 6 *October*, 1848.

DR. SIR: The bearer, Pierre Barribeau, wishes to consult you as to sales of lands of his father by one Joseph White; that in the city will be found on the accompanying diagram marked thus in pencil There is another piece in the country on which the old race course was made, west side of the St. Charles road, and a little this side of the old Prairie house, and in what was called the Big prairie, $1\frac{1}{2}$ arpent in front by 40 in depth, the papers of which I have, and will in case you think best submit them. Will you have [a] talk with this man, and, in case you think well of it, call up and we will examine the papers; I would call but have a crick in [my] back and cannot move easily. Keep the plat and bring it with you. I can purchase readily all the right of this man *readily*. The whole matter can be placed through me in your hands. I send with the plat the original conveyance from Barribeau to White. I think the land in the country should be looked into first, and to which it will be well for you to call his attention.

Yours, truly,

J. B. BRANT.

P. S. Will you enjoin on Barribeau secrecy in this matter until you satisfy yourself as to the one and a half arpent. Others he says are after him. Mr. Smith wrote through Mr. P. Chouteau.

J. B. B.

Mr. GANT, attorney at law, &c., &c.

Question. What was the value of the Grand prairie lot?

Answer. I do not know; I heard of land being sold there for $200 an acre.

Question. Do you know this same land has been sold for $10,000?

Answer. I do not; if so, it was an extraordinary sale.

Question. What memorandum did Pierre bring to you?

Answer. These papers.

Question. Were you aware that Euphrasie had sold her interest in this warehouse lot to Dr. Merry at the time you drew these papers?

Answer. Yes.

Question. Did Pierre tell you to insert this provision about Euphrasie's interest in block No. 65?

Answer. Don't think Pierre said any thing about it at the time.

Question. Did you draw defendant's answer to the bill filed against him?

Answer. Yes, sir.

It was agreed that the following plat, skeleton of deed, and memorandum of instructions, should be inserted in connexion with the testimony of Mr. Gant.

Map of part of block 65, *city* [*of*] *St. Louis.*

[For map see original, page 99.]

In the above diagram of the N. E. part of bock No. 65, in the city of St. Louis.

a, b, c, g, represents the eastern part of a lot granted to Pierre Barribeau.

a, j, i, z, being 60 feet French measure in front and rear, was sold by Pierre Barribeau to Joseph White, May 8, 1829.

Joseph White to Samuel Merry, July 15, 1831.

Samuel Merry to Lesperance & Picott, No. 16, 1835.

j, b, c, i, was trisected by J. C. Brown, September 20, 1831; at which time he found j, b, $112\frac{9}{12}$ feet, i, c, 95 feet $4\frac{1}{3}$ inches.

m, h, c, n, or $\frac{2}{3}$ of j, b, c, i, was purchased by J. B. Brant, September 30, 1833, and again August 7, 1836.

j, m, n, i, or $\frac{1}{3}$ of j, b, c, i, was purchased by Sam. Merry, February 1, 1836.

In his surveys J. C. Brown establishes the corner a as being $9\frac{4}{12}$ feet north of the N. E. corner of the stone work in Berry Meecham's house. By assuming that point as correct, (and I think Brown is correct,) the line of j, i, will cut the N. E. corner, e, of the brick house. Charles Delleard has since made a survey of these premises, and, in order to clear the house, he assumed the point a as being ten feet north of the N. E. corner of Meecham's house. That survey is said to have been approved of by Dr. Samuel Merry. It reduces the front, j, m, of the Doctor's lot by eight inches, and increases the front, a, d, by exactly the same quantity.

Thus, a, d is really $38\frac{5}{12}$ feet.

d, j	"	$26\frac{5}{12}$	"
j, m	"	$36\frac{11}{12}$	"
m, b	"	$75\frac{2}{12}$	"

Whole length of a, b, 176 feet 11 inches.

R. PAUL, *City surveyor.*

October 4, 1838.

Skeleton deed—E. T. Perry to P. Barribeau.

Copy of skeleton of deed referred to in testimony of T. T. Gant.

"This deed made this day of October, 1848, between Euphra-

99.

sie Terese adopted daughter of Pierre Barribeau, late of St. Louis county, State of Missouri, deceased, of the first part, and Pierre Barribeau, surviving son of said Pierre Barribeau, senior, of the second part, witnesseth: That said party of the first part, in consideration of the attachment and affection she bears towards the said Pierre Barribeau, party of the second part, and in consideration of the sum of dollars to her in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, hath granted, sold, conveyed, released, assigned, and transferred, unto said party of the second part, and his heirs and assigns forever, all the rights, claims, demands, property, and estate which the said party of the first part may have to any real estate lying and being in the State of Missouri, and particularly all the right, title, claim, interest, and estate of said party of the first part, in and to any portion of block number sixty-five in the city of St. Louis; which block is bounded on the north by Washington avenue, formerly Laurel street, on the east by Second street, on the south by Vine street, and on the west by Third street; and also all the right, title, claim, interest, and estate which said party of the first part may have to a lot in the prairie near St. Louis, called Grand prairie, in said county of St. Louis, containing one and one half arpent in front by forty arpens in depth, bounded north by a lot formerly belonging to Benito Vasquez, and on the south by a lot formerly belonging to Joseph Lacroix, together with all the rights, privileges, and appurtenances to the said real estate belonging: to have and to hold to the said Pierre Barribeau, party hereto of the second part, and to his heirs and assigns forever. In witness whereof the said Euphrasie Terese has hereto set her hand and affixed her seal the day and year first herein written, at Memphis, in the State of Tennessee.

[SEAL.]

STATE OF TENNESSEE,
County of Shelby.

Personally, on this day of October, in the year of our Lord eighteen hundred and forty-eight, before me, the subscriber, clerk of the court for the county of Shelby, and State of Tennessee, which is a court of record, having a seal, appeared Euphrasie Terese who to be the same person who subscribed and executed the aforegoing instrument of writing, as party thereto, and acknowledged the same to be her act and deed.

In testimony whereof I have hereto set my hand and affixed the seal of said court at office, in the of in the county and State aforesaid, the day and year first herein above written.

Memorandum of instructions for acknowledging deed.

Memorandum of instructions. The blank in the acknowledgment of the deed must be filled in one of the two following modes, viz:

"Who is personally known to me to be the same person," &c., or in case the cognizor is not known to the clerk, then she must be proved by the oaths of two credible witnesses to be the same persons, &c., and the acknowledgment must read thus, "who was proved by the oaths of A. B. and C. D., two credible and disinterested witnesses, to be," &c. The names of the witnesses must be inserted in the certificate as indicated. But if the party be known to the officer, the blank will be filled up thus, "is personally to me known to be, &c.," without naming witnesses.

Agreement that map of city be used in S. C. U. S.

It was also agreed by the parties, that a map of the city of St. Louis might be used in the Supreme Court of the United States without being copied into the record.

And this was all the evidence that was produced on the trial of the said cause, as is now agreed by the respective solicitors of the parties. In testimony whereof they have hereto set their hands this thirtieth day of April, 1850.

GLOVER, GARLAND & DELAFIELD,
For plaintiff.
GANTT & HAIGHT, *for defendant.*

After hearing the cause fully upon the merits, and mature deliberation being had thereon by the court, the court made the decree which appears in the record dismissing the complainant's bill; to which decree as made the complainants, by their solicitors, excepted at the time, and prayed an appeal to the Supreme Court of the United States, which was allowed by the court.

Allowed, sealed, signed, and made part of the record in the cause.

R. W. WELLS. [SEAL.]

Appeal bond.—Appeal bond.

PIERRE BARRIBEAU and Euphrasie T. Perry
vs.
JOSHUA B. BRANT.

Circuit court of the United States, for the 8th circuit and district of Missouri.

Know all men by these presents, that we, H. A. Garland as principal, and Edward Mead as security, are held and firmly bound unto the above named Joshua B. Brant in the sum of eight hundred dollars, to be paid to the said Joshua, his executors or administrators; to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 30th day of April, A. D. 1850. Whereas the above named plaintiff hath taken an appeal to the Supreme Court of the United States from the

judgment rendered in the above entitled suit by the circuit court of the United States, for the 8th circuit. Now, therefore, the condition of this obligation is such, that if the above named plaintiffs shall prosecute their said appeal to effect, and answer all costs if they shall fail to make good their appeal, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

HUGH A. GARLAND, [SEAL.]
EDWARD MEAD. [SEAL.]

Sealed, delivered, and acknowledged in open court, this 30th day of April, 1850.

BENJ. F. HICKMAN, *Clerk.*

DISTRICT OF MISSOURI, *sct:*

I, Benjamin F. Hickman, clerk of the circuit court of the United States, for the district of Missouri, certify, that the foregoing is a true and complete transcript of the record and proceedings of said court in a certain cause lately determined therein, wherein Pierre Barribeau and Euphrasie T. Perry were complainants, and Joshua B. Brant was defendant, as fully as the same remain of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed the seal of said court, at office in St. Louis, the 20th day of June, 1850.
[L. S.]

BENJ. F. HICKMAN, *Clerk.*